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Separate paging is given to this Part in order that it may be filed
as a separate compilation

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 25th November, 1964:—

Issue No.	No. and Date	Issued by	Subject
292	S.O. 4016, dated 20th November, 1964.	Ministry of Law.	Declaration containing the name of the candidate elected in the Council of States
293	S.O. 4017, dated 21st November, 1964.	Cabinet Secretariat.	Amendments in the Government of India (Allocation of Business) Rules, 1961.
294	S. O. 4018, dated 23rd November, 1964.	Delimitation Commission.	Proposals for the division of the Union Territory of Himachal Pradesh into some constituencies and for delimitation thereof.
295	S. O. 4019, dated 23rd November, 1964.	Ministry of Commerce	Granting recognition to the Surendranagar Cotton Oil and Oilseeds Association Ltd., Surendranagar in respect of forward contracts in Kaps.
296	S. O. 4020, dated 23rd November, 1964.	Ministry of Labour and Employment.	Fixing interim rates of wages in respect of working journalists.
297	S. O. 4095, dated 24th November, 1964.	Ministry of Information and Broadcasting.	Approval of films specified therein.
298	S. O. 4096, dated 24th November, 1964.	Ministry of Commerce.	Notification regarding jute hessian and jute sacking in respect of quality control and inspection etc.
	S. O. 4097, dated 24th November, 1964.	Do.	The Export of Jute Hessian and Jute Sacking (Inspection) Rules, 1964.
	S. O. 4098, dated 24th November, 1964.	Do.	Recognising the Indian Standards Institution Certification Mark with respect to jute hessian etc.

Issue No.	No. and Date	Issued by	Subject
299	S. O. 4099, dated 25th November, 1964.	Ministry of Home Affairs.	The President nominates Professor Satyavrata Siddhantalankar to the Council of States.
300	S. O. 4100, dated 25th November, 1964.	Ministry of Commerce.	Further amendment to S.O. 3656, dated 13th October, 1964.
	S. O. 4101, dated 25th November, 1964.	Do.	Further amendments to Notification No. 80-Tex-1/48 (iii), dated 2nd August, 1948.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION. INDIA

New Delhi, the 25th November, 1964

S.O. 4105.—In pursuance of sub-section (6) of Section 116A of the Representation of the People Act, 1951 (43 of 1951), the Election Commission hereby publishes the decision of the High Court of Judicature at Allahabad given on the 21st October, 1964 on an appeal from the order dated the 11th January, 1964 of the Election Tribunal, Aligarh.

IN THE HIGH COURT OF JUDICATURE AT ALLAHABAD CIVIL SIDE

APPELLATE JURISDICTION

Dated Allahabad the 21st day of October. 1964

PRESENT:

The Hon'ble V. G. Oak,—*Judge.*

AND

The Hon'ble D. D. Seth,—*Judge.*

First Appeal No. 61 of 1964. First appeal against the judgment of the Election Tribunal, Aligarh in Election petition No. 314 of 1962 dated 11th January, 1964.

Joti Saroop.—*Appellant.*

Vs.

Sri Har Dev and others —*Respondents*

BY THE COURT

(Delivered by Hon'ble D. D. Seth J.)

This appeal arises out of an order passed by the Member, Election Tribunal, Aligarh on 11th January, 1964, declaring the election of the appellant from 76-Hathras Parliamentary Constituency as void.

The appellant and the three respondents were the candidates who contested the election for the Lok Sabha from 76-Hathras Parliamentary Constituency at the last general election held on 21st, 23rd and 25th February, 1962. The appellant

was a member of the Republican party with the symbol of 'Elephant', Sri Nardeo respondent No. 1 contested the election on congress ticket with the symbol of 'Two bullocks with yoke on'. Respondent No. 2 belonged to the Jan Sangh with the symbol of 'Deepak' and respondent No. 3 was an independent candidate with the symbol of a 'flower'. The appellant obtained 86, 163 votes. Respondent No. 1 secured 83, 514 votes, respondent No. 2 got 41, 214 votes and respondent No. 3 Sri Ganga Sahai received 31,023. The result was declared on 1st March 1962 and the appellant was declared duly elected. Thereupon respondent No. 1, Sri Nardeo filed an election petition under section 81 of the Representation of the People Act, 1951 (hereinafter called the Act) challenging the election of the appellant.

It was stated, *inter alia*, in the petition that 76-Hathras Parliamentary Constituency comprises of five State Assembly Constituencies, namely, Gangiri, Sikandra Rao, Hathras, Sasni and Atrauli. The election of the appellant was fought on communal lines and the appellant was an active accomplice in all the corrupt practices that were committed in the election by him, his agents, workers and pairokars. It was stated that before the election the appellant had formed an election committee consisting of Chowdhry Bihari Lal, Sukh Ram, Dhaniram, Ramji Lal and some other residents of Hathras to organise the campaign on his behalf and that the committee worked under the direction of the appellant and all hand-bills, pamphlets, circulars and directions were issued by the said committee in consultation and approval of the appellant. Paragraph 11 of the petition stated that there was systematic appeal to the voters by the petitioner himself, his agents, pairokars and workers on communal lines and sectional and communal feelings were aroused by the appellant, his pairokars, agents and workers to such a high pitch that voters mostly illiterate Jatavs failed to think freely and to act in the matter of voting independently. Paragraph 12 of the petition stated that in order to win the election the appellant fully exploited the illiterate Jatavs by arousing in them hatred for Hindus, congress and the candidate sponsored by the congress. In paragraph 13 it was stated that the appellant himself, his agents, pairokars and workers got printed a pamphlet (Ex. 15) for holding three meetings for 21st February, 1962, and the pamphlet was distributed by the appellant himself, by his agents, pairokars and workers in some villages of the Parliamentary Constituency. The pamphlet Ex. 15 was printed in Narayan Press Hathras and was under the headline 'Chetawani' and was widely distributed to voters on 21st February, 1962. The said pamphlet contained false statements of facts which were deliberately made and got written by the appellant knowing full well that the statements contained in the pamphlet were false and were made deliberately to injure the election of respondent No. 1. In paragraph 16 it was stated that three meetings organised in some of the villages were addressed by the appellant himself and his agents and workers in which unhealthy propaganda was made against respondent No. 1 and the voters were aroused by the slogan "Soul of Dr. Ambedkar will be hurt if Jatavs voted for respondent No. 1 and his soul will not pardon them." Secret meetings were organised in Muslim mohallas and the slogan "Muslim Jatav Bhai Bhai—Hindu Qaum kahan se a" were raised with the result that the Muslims throughout the constituency voted for the appellant and but for this slogan they would have voted for the respondent. The slogan had very serious repercussions throughout the constituency and the communal nature of the slogan was a death blow to secularism and democracy. Due to unhealthy propaganda carried on throughout the constituency and due to distribution of pamphlet Ex. 15 the voters, mostly Jatavs and Muslims in the villages of the constituency, revolted against respondent No. 1 and voted for the appellant which materially affected the result of the election. It was further stated in the petition that the election of the appellant was vitiated as he and his workers issued another pamphlet in which the appellant and his father promised to acquire a well and the way to the cremation ground at their expense which amounted to gratification and bribery to secure Muslim votes of the locality. In paragraph 25 of the petition it was stated that the appellant, his agents, pairokars, workers and canvassers issued a secret circular Ex. 22 to all his agents and workers in which directions were given to bring voters, specially ladies in trucks hired by the appellant and that it also contained a direction to the workers to entertain and treat the voters to sumptuous tea and food before they leave for voting. In compliance of the secret circular the appellant, his agents and workers were actually seen carrying voters in trucks and motors to polling booths. This corrupt practice indulged in by the appellant himself knowingly and through his agents and workers materially affected the result of the election in as much as most of the voters of respondent No. 1 refrained from casting votes for him after seeing that he had made no arrangements for their conveyance to and from the polling stations. It was also stated that the appellant had submitted a wrong return of expenses. The petition contained some other charges which need not be stated as they are not relevant for the purposes of this appeal.

The petition was contested by the appellant who contended that the petition was vague, ambiguous and did not disclose any cause of action. It was denied that any election committee consisting of the persons named in paragraph 9 of the petition was formed by him. It was also contended that the appellant, his agents or pairokars, never appealed to any voter on communal lines and that the pamphlet (Ex. 15) was fictitious and was set up by respondent No. 1 to further his own ends. It was denied that any meeting was held on 21st February, 1962, and that no meeting was addressed by the appellant or his agents. No slogans, as alleged in the petition, were raised by or on behalf of the appellant at any meeting. No offer to acquire any land or to construct the well or road to cremation ground was ever made by or on behalf of the appellant and no direction was ever issued by or on behalf of the appellant to bring voters in trucks or any vehicles or to entertain them on the date of the polling. In fact no voter was brought in any vehicle or conveyance by or on behalf of the appellant on the date of the polling and no voter was entertained to tea by or on behalf of the appellant. The secret circular (Ex. 22) had been falsely fabricated and the list of trucks and cars given in Annexure E to the election petition was not correct. It was denied that the appellant had committed any corrupt practice and respondent No. 1's plea of corrupt practice was illegal and untenable for want of necessary particulars under section 83 of the Act. Lastly it was contended that the petition was not verified in accordance with law and was liable to be rejected.

The learned Member of the Election Tribunal framed the following issues.

- "1. Was there an appeal to voters (Muslims and Jatavs) by respondent No. 1 himself and his agents, pairokars and workers and were communal feeling aroused by them and leaders of the Republican party as detailed in schedule I attached to the petition on such a high pitch that voters mostly illiterate Jatavs failed to think freely and act in the matter of voting independently? If so its effect?
2. Did respondent 1 himself and his agents mentioned in paragraph 9 of the petition get printed a pamphlet with the headline 1. Chetavani comprising Annexure A. containing false statement of fact and deliberately made and got written by respondent No. 1 knowing full well that those statements were false and were made to injure the election of the petitioner, and distributed the same for the three meeting for February 21, 1962, in village Mithal and others mentioned in paragraph 13 of the petition? If so, its effect?
3. Did respondent No. 2 exercise undue influence and arouse communal hatred among the voters in the three meetings mentioned in schedule I attached to the petition? If so, its effect?
4. Did respondent 1, his father Sri Ghurey Lal, Sri Bedram Kardam, President Tahsil Republican party and Sri Noor Mohammad on January 27, 1962 issued a pamphlet (Annexure B) containing promise by respondent No. 1 and his father Sri Ghurey Lal to acquire the well and way to cremation ground to Nagla Lala Nagla Nai and Baghicha Rameshwar at their own expense as a gratification and bribe to secure votes of those localities? If so, its effect?
5. Did respondent No. 1 make deliberately false statements concerning the petitioner in relation to his candidature as mentioned in the pamphlet (Annexure B) in the manner explained during oral pleadings within the meaning of section 123(4) of the Representation of People Act? If so, its effect?
6. Did respondent 1 issue a secret circular (Annexure C) to his agents mentioned in paragraph 9 of the petition directing them to bring voters, especially ladies in trucks, motor cars and Ekkas hired by him, and further to entertain the voters to sumptuous tea and food before their leaving for vote and were any, and if so how many, voters actually carried to the polling stations on trucks, motor cars and Ekkas by respondent 1 and his agents named in paragraph No. 9 of the petition? If so, its effect?
7. Was Thakur Malkhan Singh a contesting candidate for Vidhan Sabha seat for Sikandra Rao in the last elections and has the returning officer contravened the provisions of section 52 of the Act in this connection?

8. Has respondent No. 1 submitted a wrong return of expenses as alleged? Has it materially affected the result of the election?
9. Did respondent No. 1 become a Buddhist in 1956 as alleged? If so, its effect?
10. Have any, and if so how many, votes of the petitioner been wrongly rejected at the time of counting and has that materially affected the result of the election?
11. Are the election commission and the Returning Officer necessary parties to this petition? If so, what is the effect of their non-joinder?
12. Is the petitioner entitled to get the election of respondent No. 1 declared void and himself declared elected as member of Lok Sabha from 76-Hathras Parliamentary Constituency?
13. Have any, if so how many votes of respondent 1 been wrongly rejected at the time of counting? If so, its effect.

Issues Nos. 2 and 6 were decided against the appellant and it was held that Ex. 14 the original draft of the leaflet Ex. 15 (Chetawani) was dictated and prepared by the appellant and his workers Lala Ram, Bed Ram, Tulsi Prasad and Lila Dhar and that the leaflet Ex. 15 (Chetawani) is a genuine document printed on the basis of Ex. 14 which was got prepared by the appellant and his workers mentioned above. It was further held that the leaflet Ex. 15 was widely distributed by and on behalf of the appellant in the constituency a few days prior to the date of polling. The Tribunal also held that the leaflet Ex. 15 aroused communal feelings and amounted to a corrupt practice within the meaning of section 123 of the Act.

On issue No. 6 the Tribunal held that the appellant indulged in corrupt practice by bringing his voters in hired vehicles to the polling booths on the date of polling.

The petition was accordingly allowed and the election of the appellant was declared void. The appellant has now come up in appeal before this Court.

We have heard Sri J. C. Bhardwaj, learned counsel for the appellant and Sri S. C. Khare, learned counsel for the respondent at some length.

Sri Bhardwaj urged that the learned Member of the Election Tribunal misdirected himself in giving a finding on issue No. 2 which was not covered by the issue as framed and in fact did not give any decision on issue No. 2 as framed. He further contended that the pleadings in the petition on charges that were the subject matter of issue No. 2 were very vague and indefinite and the election Tribunal went beyond issue No. 2. The learned counsel urged that the Tribunal, while deciding issue No. 2 gave no definite finding as to which particular provision of section 123 of the Act was infringed and that issue No. 2 did not mention or include the question of any appeal on the basis of religion and the Tribunal went beyond the scope of the issue in giving a finding that there was a religious appeal made to the electorate through the leaflet Ex. 15. According to the learned counsel issue No. 2, as framed, was not covered by sub-section 3(1) of section 123 of the Act but came under sub-section (4) of section 123. It was also urged that the pleadings and the particulars supplied by respondent No. 1 were not in accordance with the provisions of section 83 of the Act and as such the petition was liable to be dismissed. It was also urged that there was no evidence on the record to prove that the appellant had given his consent to the printing and distribution of the leaflet Ex. 15 and that paragraphs 9 and 13 with reference to which issue No. 2 was framed were not verified in the petition and the Tribunal ought not to have framed any issue based on those paragraphs and should not have given any finding on the same. On issue No. 6 the learned counsel urged that the issue was ambiguous and was not in accordance with the pleadings and that respondent No. 1 did not disclose the names of the agents, palrokers and workers mentioned in paragraph 25 of the petition and according to the statement made by the counsel for the respondent under Order 10 of the Code of Civil Procedure no issue could be framed regarding the allegations contained in paragraphs 25 and 26 of the petition. According to the learned counsel the admissions made by the counsel for respondent No. 1 in his statement under Order 10 rule 2 of the Code of Civil Procedure were conclusive and binding on respondent No. 1. It was contended that it was not proved that the appellant had given his consent to the preparation of the secret circular Ex. 32 by which the agents and workers of the appellant were directed to bring voters to the polling booth in hired trucks and to entertain them with tea and food before

sending them to the polling booth. According to Sri Bhardwaj the original of the secret circular Ex. 22 not having been summoned or produced its carbon copy was not admissible in evidence and the Tribunal committed illegality and material irregularity in placing reliance on the carbon copy, Ex. 22. Lastly it was urged that the list of the vehicles alleged to have the list given in the evidence produced on behalf of respondent No. 1 and that no finding has been given by Election Tribunal as to the number of voters who were provided conveyance as mentioned in issue No. 6.

We will first deal with the learned counsel's contention regarding the conclusive nature of the statement made by the counsel for the respondent No. 1 under Order 10 rule 2 of the Code of Civil Procedure. We have gone through the said statement very carefully and are of the opinion that in making the statement the learned counsel for respondent No. 1 was only clarifying his client's case and did not abandon any part of his case. He also did not make any amendment or amplify the particulars already contained in the petition. The learned counsel, in making the statement under Order 10 rule 2 of the Code of Civil Procedure did not say that he would not press the charge of arousing communal hatred or that he was giving up paragraph 8 in which it was stated that the election of the appellant was fought on communal lines and the appellant was an active accomplice in all the corrupt practices that were committed in the election or in other paragraphs of the election petition. In his statement the learned counsel, in our opinion, only stated that paragraph 8 of the petition was introductory and for details the later paragraphs were to be read. There was no substantial withdrawal of any charge contained in the petition in the counsel's statement. We agree with Sri S. C. Khare that the statement under Order 10 rule 2 of the Code of Civil Procedure could not add anything to the pleadings and, therefore, there is no force in the contention that the statement of the learned counsel was conclusive.

The learned counsel for the appellant, in support of his contention, relied upon *Udal v. Lal Bahadur* (Vo. XXI Election Law Reports 180) in which it was held that the particulars of a corrupt practice alleged in an election petition can be amended or amplified only in the manner prescribed in section 90, sub-section (5), of the Representation of the People Act, 1951 and that the Election Tribunal has no power to amend or amplify such particulars by examining the petitioner under Order X, rule 2, of the Civil Procedure Code. It was further held in this case that the particulars obtained by the examination of the petitioner under Order X, rule 2, of the Civil Procedure Code cannot be regarded as forming part of the petition and are liable to be completely excluded from consideration. To the same effect was the decision in *Brai Bhushan and another v. Rais Anand Brahma Shah and others* (Vo. XXII Election Law Reports 225) on which the learned counsel for the appellant relied. Sri Bhardwaj also relied on *Amrita Devi and others v. Sripat and others* (A.I.R. 1962 Allahabad 111) in which it was held that an admission by a party under Order X, rule 2, of the Civil Procedure Code is conclusive against him and a party cannot be allowed to deviate from his pleadings. We have already held above that, by his statement under Order X rule 2 of the Code of Civil Procedure, the counsel for respondent No. 1 was not amending or amplifying the particulars mentioned in the petition and he had not made any admissions which could be said to be conclusive against respondent No. 1. He was only clarifying the case of respondent No. 1 and did not amend or amplify the particulars mentioned in the petition. He also did not abandon any part of the case set up by respondent No. 1. The decisions relied upon by Sri Bhardwaj, therefore, are not of any assistance to him.

We also do not agree with the learned counsel for the appellant that the pleadings and the particulars supplied by respondent No. 1 in his petition were not in accordance with the provisions of section 83 of the Act. Issue No. 2 mentions paragraphs 9 and 13 of the petition. Paragraph 13 of the petition says that the appellant, his agents, paiders and workers got printed a pamphlet for holding three meetings on 21st February, 1962, and that the pamphlet was distributed by the appellant himself, his agents and workers in the Villages Mithal, Papri, Mahrol, Kumarpore, Nagla Bhas, Chittawar, Chandpa, Nagla Aijha, Mahmoodpur Brahma, Katialia, Bulgarhi, Khara Parsoli and Bisana. Thus full particulars are given regarding the date on which and the names of the villages in which pamphlet Ex. 15 was distributed by the appellant, his agents and workers, Section 83 of the Act requires that an election petition—

- (a) Shall contain a concise statement of the material facts on which the petitioner relies;
- (b) shall set forth full particulars of any corrupt practice that the petitioner alleges including as full a statement as possible of the names of the parties alleged to have committed such corrupt practice and the date and place of the commission of each such practice; and

(c) shall be signed by the petitioner and verified in the manner laid down in the Code of Civil Procedure, 1908 for the verification of pleadings.

All the necessary facts and particulars, in our opinion, are given in the petition. By the word 'agents' in paragraph 13 of the petition the petitioner meant the persons named in paragraph 9 of the petition. The names of the appellant's agents were thus mentioned in paragraph 9 of the petition and it was not necessary for respondent No. 1 to repeat the names of the appellant's agents in paragraph 13 of the petition. We do not think that the pleadings of respondent No. 1 on issue No. 2 were vague or indefinite. The petition mentioned the dates on which the pamphlet Ex. 15 was distributed. The names of the villages in which the pamphlet Ex. 15 was said to have been distributed and the names of the persons connected with Ex. 15 were also mentioned. In our opinion the requirements of section 83 of the Act were substantially complied with by respondent No. 1. The appellant, by his application dated 12th September, 1962, sought further particulars about the persons mentioned in paragraph 9 of the petition. These particulars were supplied by respondent No. 1 by his application dated 15th September, 1962. Moreover section 83 of the Act is not mandatory but is only directory in nature.

We find no force in the contention of Sri Bhardwaj that paragraphs 9 and 13 of the petition, with reference to which issue No. 2 was framed, were not verified in the manner laid down in the Code of Civil Procedure for the verification of pleadings. The verification clause at the end of the petition runs as follows:

"I, Nar Dev, petitioner herein above verify that whatever has been stated in the above petition in paras 1—24 and 30. are true to my knowledge."

Paragraph 9 and 13 of the petition were, therefore, correctly verified.

We now proceed to consider the oral and documentary evidence produced by the parties in support of their respective cases as regards issue No. 2.

The following is the English translation of the pamphlet (Chetawani) Ex. 15, as contained in the paper book of the appeal:

"ANNEXURE 'A'

Jai Bhim

Jai Bharat

Please come.

Warning (Chetawani).

Listen, Jatav and Muslims are friends. Do not forget your elephant.

A huge meeting for the success of Shri Jyoti Swarup Republican candidate for the reserve seat of Lok Sabha.

Down trodden and backward brothers. It is clear that during the 10 years, the Congress has done only for the advancement of the Brahmans and that it has done nothing for the Jatav community. They have after winning (the elections) spread black marketing, bribery, dacoity controls and excessive taxes in broad day light and brought about ruin the country and Jatavs in particularly. They have caused to be killed 'Baba Saheb Bhim Ambedkar' who used to raise voice for us, by giving him poisonous injections through a Brahman. But Baba Saheb is immortal. The Congress candidate on this Jatav seat is an unknown sacred thread wearing Nardev Snatak, who has been successful on the previous two occasions. Vote for him means hanging the badge of Brahman rule in one's neck. If any Jatav brother commits this mistake under any inducement of the Congress, he will never be excused by the soul of Late Baba Saheb and he will have to suffer penalty for it and it shall be blot for the entire Jatav community. So three meetings are being held in one day to make our own candidate successful, which will be attended by Chheda Lal Sethi, Advocate, President of the Republican Party, Uttar Pradesh and Vice-President B. P. Mourya, Bed Ram Kardam, Dori Lal Mourya, leader of the district Republican Party and others. Kindly attend the above meetings.

PROGRAMME.

21st February 1962, at Mitai 10 in the morning

21st February, 1962, at Bisana 12 in the noon.

21st February, 1962, at Kunwarpur 4 in the evening.

Sd./- BED RAM NETA,

Sd./- LALA RAM PIPAL, MITAI.

Narain Press Hathras."

The question for consideration is whether the appellant and his agents and workers named in paragraph 9 of the petition got the pamphlet Ex. 15 prepared and printed and whether the pamphlet was distributed in the village mentioned in paragraph 13 of the petition by the appellant, his agents and workers during his election campaign.

Dhani Ram P.W. 32 stated that he knew the appellant who belongs to his village and that in connection with his last election he had formed a committee. The functions of the committee were to publish papers and to bring the voters. Tika Ram, Behari Lal, Sukhran, Madan Pal, Ramji Lal, the witness and some others were members of the committee. The witness further stated that the Committee got Ex. 14 prepared at the Tal of Gulab Chand where the appellant's office was located. The appellant and Bed Ram Karan had dictated the contents of Ex. 14 which was scribed by Tulsi Prasad. Ex. 14 which was the draft of the pamphlet Ex. 15 was dictated in the presence of the witness. He stated that Ex. 14 did not bear his signature. There is nothing in the cross-examination of Dhani Ram to shake his credibility.

Ramji Lal, son of Sarman Lal Jamadar P.W. 33 stated that he knew the appellant and that in connection with his election he had formed a committee. The witness was one of the members of the committee. Ex. 14 was written in the presence of the witness. Tulsi Ram was the scribe. The appellant and Bed Ram Karan had dictated the contents of Ex. 14. The witness identified the signatures of Bed Ram and Lila Ram on Ex. 14 and stated that the signatures were affixed in his presence. The appellant had sent Ex. 14 to Narain Press for getting it printed. The witness was the counting agent of the appellant. He recognised and identified his signature on Ex. 19 which was the counting agent's application form. The witness was a polling agent of the appellant. In cross-examination the witness stated that he did not know if there is any other person named Ramji Lal. He denied that there was any enmity between the appellant and the members of his family. Ex. 14 was written out in the office of the appellant. The appellant did not sign Ex. 14. He denied that the appellant had no concern with Ex. 14. We see no reason to disbelieve this witness. According to the learned counsel for the appellant some other Ramji Lal and not this witness was the counting and polling agent of the appellant. Ex. 19 which is the application form of counting agents shows that the witness and not some other Ramji Lal was appointed a counting agent by the appellant.

Narain Niwas P.W. 1 stated that he was the proprietor of the Narain Printing Press and that in February 1961 a pamphlet (Chetawani) came to his press. Tulsi Prasad had given the manuscript of the pamphlet in the press. The witness identified Tulsi Prasad's writing and stated that the manuscript Ex. 14 was in the handwriting of Tulsi Prasad. The witness knew the appellant and stated that Tulsi Prasad and the appellant had taken the printed pamphlets (Chetawani) from the press. In cross-examination the witness stated that he knew that a copy of the pamphlet printed during election is required to sent to district Magistrate. The witness sent a copy of the pamphlet Ex. 15 to the District Magistrate, Aligarh. He sent some copies of two more pamphlets to the District Magistrate. The witness charged Rs. 20/- as printing charges of Ex. 15 and gave the receipt for the amount to Tulsi Prasad. He did not keep a copy of the receipt nor was it entered anywhere in his register. The Chetawani duly printed was given by the witness to Tulsi Prasad and the appellant on 17th February 1962. The witness denied that he printed the pamphlet Ex. 15 after the election at the instance of respondent No. 1.

The witness was recalled by the Tribunal and in his further statement the witness stated that a carbon copy of Ex. 15 was sent by him to the District Magistrate. The certificate of posting of the carbon copy was filed by the witness as Ex. 16. The witness stated that on the receipt the words 'District Magistrate' had been written by him. The witness found the certificate of posting on search. The pamphlet Ex. 15 shows that it was printed in Narain Press, Hathras which was owned by the witness.

This witness, in our opinion, is an independent witness and has been rightly believed by the learned Member of the Election Tribunal. We see no reason why he should have made a false statement against the appellant specially when the appellant had stated in his statement as D.W. 28 that there was no ill-will between him and the witness.

Sri Bhardwaj contended that the statement of Narain Niwas hit by sub-section (2) (b) of section 127A of the Act.

Section 127A of the Act runs as follows:

- "127A. (1) No person shall print or publish, or cause to be printed or published, any election pamphlet or poster which does not bear on its face the names and addresses of the printer and the publisher thereof.
- (2) No person shall print or cause to be printed any election pamphlet or poster—
- (a)
- (b) unless, within a reasonable time after the printing of the document, one copy of the declaration is sent by the printer, together with one copy of the document,—
- (i) where it is printed in the capital of the State, to the Chief Electoral Officer; and
- (ii) in any other case, to the district magistrate of the district in which it is printed.
- (3)
- (4)"

We have already mentioned above that when Narain Niwas was recalled by the Tribunal he stated that he had sent a carbon copy of Ex. 14 to the District Magistrate. He also filed a certificate of posting Ex. 16 which shows that an envelope addressed to the District Magistrate, Aligarh was sent on 20th February 1962.

Kunwar Bahadur, English Record Keeper, D.W. 26 stated that he was an officiating record keeper in the collectorate. He produced the correspondence register of February 1962 which did not show the receipt of any letter from Narain Printing Press during February 1962. The witness stated that all the important letters addressed to the district Magistrate are entered in the register. In cross-examination he stated that he had been the correspondence clerk since 3th September 1963. He admitted that in the register there is no entry of the election pamphlet or leaflet. He further admitted that no work under the Press Act was entrusted to him. All the letters received under the Press Act were handed over to the Press Act clerk. The witness stated that the pamphlets are not entered. In reply to a question put by the Tribunal the witness stated that one Abdul Shakoor was the correspondence clerk in March 1962 and that he is alive. He was the Chief Revenue Accountant in the collectorate.

From the statement of this witness it is clear that the receipt of the pamphlets are not entered in any register in the collectorate. This witness was not the correspondence clerk in February 1962. Abdul Shakoor was the correspondence clerk at the relevant time. He was alive but was not produced by the appellant. This witness, in our opinion, is of little use to the appellant.

Krishna Sahai Bhatnagar, Post Master, Hathras D.W. 27 stated that the impression book summoned from him could not be brought by him because it had been weeded out. He produced the impression book of a subsequent date and stated that the impression book which he had brought had not been summoned from him. There is nothing in the statement of this witness to support the appellant.

The learned counsel for the appellant relied upon the statement of Sri Ugarsen Kashyap D.W. 29 hand writing expert who stated that he had specially studied the science of examining documents and disputed signatures. His experience is of 29 years practice and 7 or 8 years of training. He had taken the photographs of Ex. 16 and other documents on 11th November 1963. He stated that the impression of the post office seal on Ex. 16 was forged and mischievous and that the post office seal impression on Ex. 16 is not the impression of the seal with which the proved impressions on S/1 to S/6 had been made.

In cross-examination he admitted that the post office seal impression on S/1 to S/6 were the impressions of delivery seal. He also admitted that the seal of delivery and the seal of date stamp are different. The post office seal on Ex. 16 is the seal of date and not the seal of delivery. This witness also, therefore, does not help the appellant.

It must, therefore, be held that a copy of the pamphlet Ex. 15 was sent by Narain Niwas to the District Magistrate in accordance with sub-section (2) (b) of section 127A of the Act.

We, therefore, find no force in the contention of Sri Bhardwaj that the statement of Narain Niwas P.W. 1 is hit by sub-section (2) (b) of section 127A of the Act.

Ram Khilari P.W. 4 stated that he was the President of the Gram Sabha of village Mithai and that Bed Ram and Lala Ram also lived in that village. He further stated that in the last general election Bed Ram and Lala Ram worked for the appellant. The witness identified their signatures on Ex. 14. Two days before the election a meeting was held in village Mithai on behalf of the appellant in which slogan "Jatav Muslim Bhai Bhai—Hindu Qaum Kahan se ai" was raised. In the meeting the appellant and some other delivered speeches. In cross-examination the witness stated that he was a Brahman and did not belong to any party. He denied that he was giving the evidence under the influence of respondent No. 1.

Ram Babu P.W. 29 stated that Tulsi Prasad belonged to his village and that he had seen him reading and writing. Tulsi Prasad was a class fellow of the witness. He identified the writing in red ink on Ex. 14 as that of Tulsi Prasad. He also identified the signatures of Tulsi Prasad on Ex. 14 as well as Tulsi Prasad's signature on Ex. 18, the application form for counting agents. In cross-examination the witness stated that he did not know for whom Tulsi Prasad worked in the last election. He denied that he was giving evidence under the influence of the supporters of respondent No. 1.

Pitambar P.W. 2 stated that he was a member of the Gram Panchayat of village Chandpa and that four or five days before the date of voting in the last election Babu Ram, Lila Dhar and the appellant distributed pamphlets similar to Ex. 15 in his village. The witness stated that two days before the voting a meeting was held in village Mithai and in that meeting speeches were delivered by Bed Ram, Dori Lal, the appellant and Miyanji. The witness was present at the meeting in which the slogan "Jatav Muslim Bhai Bhai—Hindu Qaum Kahan se ai" was raised. The witness further stated that at the meeting it was said that the congress party was the organisation of the Brahmans and that respondent No. 1 was not of Jatav community and vote should not be cast in his favour. In cross-examination the witness stated that he did not complain to any one about the pamphlet and did not write down any where the speeches delivered at the meeting. He stated that it was wrong that neither pamphlets like Ex. 15 were distributed for meetings were held on behalf of the appellant.

Har Prasad Gupta P.W. 7 stated that he was the Pradhan of Gram Sabha, Bisana and that four or five days before the date of polling Ranbir Singh, Lala Ram and the appellant had distributed pamphlets like Ex. 15 in his village. He also stated that a meeting was held in his village at which slogans were raised and that the meeting was addressed by the appellant and some others. Votes were sought for the appellant by saying that the soul of Baba Ambedkar will be pained if votes are not cast in favour of the appellant. In cross-examination the witness stated that he had made no complaint to anyone about the distribution of pamphlet or about the speeches in the meeting. The witness did not recollect what was the heading of other pamphlets or what was the heading of the pamphlet in dispute.

Chet Ram P.W. 8 stated that Brahmans, Muslims and Jatavs reside in equal numbers in his village Mahmudpur. In the last election four or five days before the date of polling, the appellant, Bed Ram and some others had distributed pamphlets like Ex. 15. The appellant was shown to the witness while in the witness box and the witness stated that the appellant distributed pamphlets in his village. In cross-examination the witness stated that he was a Brahman and did not belong to any party. He denied that he was giving evidence under the influence of congress party.

Shyam Babu P.W. 9 stated that the appellant, Bed Ram and Lila Dhar and others distributed pamphlets in his village, five or six days before the date of polling in last election. In cross-examination he stated that he was a Brahman by caste and that at the time of the distribution of the pamphlet he did not make any complaint to any one.

Hoti Lal P.W. 10 also stated that four or five days before the date of polling in the last election pamphlets like Ex. 15 were distributed in his village Kunwarpur. The pamphlets were distributed by the appellant, Lala Ram and Bed Ram. Meetings were also addressed by the appellant and his workers at which slogans were raised. In cross-examination he stated that he had not known the appellant from before and had also not known the companions of the appellant.

Ram Gopal P.W. 11 and Islam P.W. 12 also stated that the appellant and his workers had distributed pamphlets like Ex. 15 in their villages and had addressed the meetings three or four days before the date of polling.

Ranbir Singh P.W. 13 stated that the appellant, Bed Ram and Lala Ram distributed pamphlets like Ex. 15 in villages Bisana, Nagla Ojha, Kachhpura and in some other villages. In the last election the witness worked for the appellant and was his polling agent. The witness had filed polling form. Meetings were held on behalf of the appellant in which slogan "Jatav Muslim Bhai Bhai—Hindu Qaum kahan se ai" were raised. The meetings were addressed by the appellant and his agents and it was said that the respondent was a Brahman with a sacred thread. In cross-examination he stated that he was the worker for the appellant only during the election. The witness had no personal friendship with the appellant. He denied that he was giving evidence at the instance of the congress party.

Babu Lal P.W. 31 stated that the appellant belonged to his village and that pamphlets were distributed on behalf of the appellant during the last election. The witness took the pamphlet and deposited it in the congress office and gave information about the pamphlet to the workers of the appellant also.

In cross-examination the witness stated that the office of respondent No. 1 was at the place where the congress office was situate. The witness deposited the pamphlets on the very day he got them. It is thus the respondent No. 1 came to know about the pamphlet Ex. 15.

On the other hand, the appellant entered into the witness box as D.W. 28 and stated that in the last election he had contested on behalf of the Republican party and had won the election by more than 2,600 votes. He did not get any pamphlet (Chetawani) printed and did not hold any meeting in villages Kunwarpur, Mitai, Bisana and others in Hathras circle on 21st February 1962. According to him on 21st February 1962 polling was going on in village Gangri where the witness was at 6 A.M. and remained there for the whole day. He denied having any pamphlet like Ex. 15 printed. In examination-in-Chief he stated that he was on inimical terms with Ramji Lal, witness for respondent No. 1, and was not on speaking terms with him. He admitted that Bed Ram Karan was his worker. Bed Ram Neta was not his worker or agent. Lala Ram was a worker of Lila Dhar. The witness denied having raised any slogan like 'Muslim Jatav Bhai Bhai—Hindu Qaum kahan se ai' at any meeting. The witness did not ask any person to take oath by Dr. Ambedkar. In cross-examination he admitted that he belonged to Dr. Ambedkar's party. The witness had started propaganda for his election from January 1962 but did not form committees for doing the propaganda in different circles. The witness denied having formed any committee or having distributed the propaganda work to different persons separately. According to him meetings were not held in every village but were held only in big cities such as Atrauli, Sikandra and Hathras. He admitted that he got some pamphlets printed at Aligarh and that there is a press at Hathras. He admitted that he distributed the pamphlets which he had got printed at Aligarh. He had not made any appeal to the Jatavs to be united. He further admitted that in some circles in the constituency he had signed blank forms of agents and his partymen appointed such agents and workers. The witness verified his signature on Ex. 19. He admitted that he got his ballot paper printed at Hathras at Narain Press. He came to know later that the proprietor of that press is Narain Niwas P.W. 1. In cross-examination the witness admitted that he had no enmity with Narain Niwas. He further admitted that Tulsi Prasad is alive. He also admitted that he had celebrated 71st birthday of Dr. Ambedkar and for that purpose committees had also been formed. Chaudhry Sarman Lal father of Ramji Lal P.W. 33 was a member of the committee. He further admitted that he could not exactly tell where he was on different dates during the election. He also admitted that Bed Ram Karan is the President and the leader of his party in Hathras tahsil. He denied that his party got any pamphlet printed on his behalf during the election but admitted that his party held meetings at which slogans were raised on his behalf. To a question put by the learned Member of the Election Tribunal the witness replied that he had an agent named Tulsi Prasad. Tulsi Prasad is alive. He also admitted that there would be four or five seals in the head post office at Hathras and all those seals are not similar. The seal of delivery is different than the seal of registration while the seal of sending letters is different. According to the witness Post Master of Hathras did not deliberately file the impression of the seal of February 1962 but he had admitted that he did not make any complaint against the Post Master.

It is difficult to believe this witness who has contradicted himself several times in his cross-examination.

Partap Singh D.W. 3 stated that he is a Thakur by caste and had cast his vote during the last election. He denied that the Republican party held any meeting in his village Mitai and he further denied that any speeches were made in the village before the election and that any pamphlet such as Ex. 14 was distributed. He also denied that any slogan was raised on behalf of the appellant. In cross-examination he stated that he did not belong to the Republican party. According to the witness no propaganda was made in his village on behalf of any one.

Neksa D.W. 13 stated that he was resident of village Bisana and that the appellant or the Republican party did not hold any meeting in his village nor was any slogan raised. The witness denied that pamphlets like Ex. 14, at any time, were distributed in his village. In cross-examination he stated that he did not know the appellant or his workers.

To the same effect are the statements of Chhatar D.W. 14, resident of village Bisana, Jangli D.W. 15 also resident of village Bisana, Behari Lal D.W. 16 resident of Bisana, Udai Pal D.W. 17 resident of village Nagla Bnas Kunwarpur and Chanela D.W. 18 resident of village Kunwarpur.

It is difficult to believe these witnesses. We, therefore, hold that the pamphlet Ex. 15 is a genuine document and was got prepared and printed by the appellant and his workers at Narain Press Hathras. It is not possible to imagine that the pamphlet Ex. 15, although it was got printed by the appellant and his workers, was not distributed in the villages named in paragraph 13 of the petition before the date of polling.

After carefully going through the documentary and oral evidence produced by the parties we agree with the learned Member of the Election Tribunal that Ex. 14 was dictated and prepared by the appellant and his workers Lala Ram, Bed Ram, Tulsi Prasad and Lila Dhar and that the appellant and his workers got the pamphlet (Chetawani) Ex. 15 printed at Narain Press, Hathras and that Ex. 15 is a genuine document which was printed on the basis of Ex. 14 which was got prepared by the appellant and his workers Bed Ram, Lala Ram, Tulsi Prasad and Lila Dhar. We further hold that the pamphlet Ex. 15 was distributed in the villages named in paragraph 13 of the petition by the appellant and his workers.

Sri Bhardwaj contended that the pamphlet Ex. 15 was only a legitimate criticism of a political party and the Election Tribunal was wrong in discussing communal feelings under issue No. 2. We see no force in this contention. The Tribunal was right in discussing the question of communal feelings under issue No. 2 specially when issue No. 2 ended with the words "If so, its effect?" In our opinion the Tribunal did not go beyond the scope of issue No. 2 in giving a finding that a religious appeal was made to the electorate through the pamphlet Ex. 15.

Sri Bhardwaj next contended that the Tribunal gave no finding as to which particular provision of section 123 was infringed by the appellant. According to the learned counsel issue No. 2 was covered by sub-section (4) of section 123 of the Act. It is true that issue No. 2 was not very happily worded. It does not say anything about arousing communal feelings. But paragraph 8 of the petition does mention that the election of the appellant was fought on communal lines and the appellant was an active accomplice in all the corrupt practices that were committed in the election by him and his agents and workers. No prejudice was caused to the appellant by the unhappy wording of issue No. 2 as the parties led evidence about pamphlet Ex. 15 and also about the question whether it aroused communal feelings. Certain facts were proved regarding the question of communal feelings on the evidence led by the parties and the Tribunal had to give findings thereon. The Tribunal had to examine the effect of the facts found proved in evidence. Therefore, the fact that the Tribunal recorded no finding as to which particular provision of section 123 was infringed by the appellant did not cause any prejudice to him.

Section 123 of the Act deals with corrupt practices and says that "the following shall be deemed to be corrupt practices for the purposes of this Act:—

- (1)
- (2)
- (3)
- (3A)

- (4) The publication by a candidate or his agent or by any other person, with the consent of a candidate or his election agent, of any statement of fact which is false, and which he either believes to be false or does not believe to be true, in relation to the personal character or conduct of any candidate, or in relation to the candidature or withdrawal, of any candidate, being a statement reasonably calculated to prejudice the prospects of that candidate's election."

There is nothing in Issue No. 2 about the personal character or conduct of respondent No. 1. Hence in our opinion sub-section (4) of section 123 of the Act does not cover issue No. 3.

Sri S. C. Khare did not pass the charge of spiritual censure but contended that issue No. 2 is covered by sub-section (3A) of section 123 or, in the alternative, by sub-section (3) of that section. Sub-sections (3) and (3A) of section 123 are as follows:—

"(3) The appeal by a candidate or his agent or by any other person with the consent of a candidate or his election agent to vote or refrain from voting for any person on the ground of his religion, race, caste, community or language or the case of, or appeal to religious symbols or the use of, or appeal to, national symbols, such as the national flag or the national emblem, for the furtherance of the prospects of the election of that candidate or for prejudicially affecting the election of any candidate.

(3A) The promotion of, or attempt to promote, feelings of enmity or hatred between different classes of the citizens of India on grounds of religion, race, caste, community, or language, by a candidate or his agent or any other person with the consent of a candidate or his election agent for the furtherance of the prospects of the election of that candidate or for prejudicially affecting the election of any candidate."

In our opinion from the evidence led by respondent No. 1 issue No. 2 did make out a case under sub-section (3A) of section 123 of the Act. Issue No. 2 was, therefore, fully covered by sub-section (3A) and not by sub-section (3) of section 123 of the Act. According to the statement made by the learned counsel for respondent No. 1 under Order X, rule 2, of the Code of Civil Procedure the printing and publishing of the pamphlet with the headline "Chetawani" resulted in four corrupt practices as follows:—

- (a) bribery;
- (b) undue influence;
- (c) appeal on the grounds of caste; and
- (d) false statement concerning the petitioner with regard to his candidature.

Charge contained in clause (c) above does make out a case under sub-section (3A) of section 123 of the Act.

A perusal of the pamphlet Ex. 15 leaves no room for doubt that it did amount to an attempt to promote feelings of enmity or communal hatred between Jatavs and Brahmans on grounds of religion, race, caste and community by the appellant or his workers with his consent for the furtherance of the prospects of the election of the appellant and for prejudicially affecting the election of respondent No. 1. Ex. 15 identifies the congress only with the Brahmans and says that the congress only with the Brahmans and says that the congress has done nothing for the Jatav community. The pamphlet also mentions that the congress party has brought ruin to the country and "Jatavs in particular". Accusations of black marketing, bribery, dacoity, controls and excessive taxes have been made against the congress in the pamphlet Ex. 15. The pamphlet further mentions that the only leader of the Republican party, namely, Dr. Ambedkar, was poisoned through a Brahman. The petitioner is described in the pamphlet as "an unknown sacred thread wearing Nardev Snatak". The pamphlet further says that "vote for him means hanging the badge of Brahmans rule in ones neck". These statements cannot be said to be legitimate criticism of a political party. The statements were capable of promoting feelings of enmity or communal hatred against Brahmans on grounds of religion, race, cast and community and did amount to a corrupt practice within the meaning of sub-section (3A) of section 123 of the Act.

In support of his contention Sri Bhardwaj relied on the following decisions:

(1) *Sudhir Laxman Handre v. Shritoat Amrit Dange and others* (A.I.R. 1960 Bombay 249) in which it was held that in order to bring the case within the ambit of section 123 (4) the petitioner must prove firstly, that there has been a publication by a candidate or his agent or by any other person of a statement of fact; secondly, the statement of fact must be false; thirdly, the publisher must either believe it to be false or must not believe it to be true; fourthly, the statement must be in relation to the personal character or, conduct of the candidate or in relation to his candidature, withdrawal or retirement from contest; and, lastly it must be a statement reasonably calculated to prejudice the prospects of the candidates, election. It was further held in this case that adverse criticism, however severe, however undignified or ill-mannered, however, regrettable it might be in the interests of purity and decency of public life, in relation to the political views, position, reputation or action of a candidate, would not bring it within the mischief of the statute.

In our opinion this case is not helpful to the appellant as we have already found that issue No. 2, as framed, did not cover any charge under sub-section (4) of section 123 of the Act. There is nothing about personal character of the political views, position, reputation or action of respondent No. 1, in issue No. 2.

(2) *Ghavar Ali Khan v. Keshav Gupta* (A.I.R. 1959 Allahabad 264). It was held in this case that even if the appeal is to the members of a particular community, it does not necessarily fall within the mischief of sub-section (3) of section 123 of the Act unless the appeal is made on the ground of religion or community. This decision is an authority on sub-section (3) of section 123 of the Act and not on sub-section (3A). This decision was given when sub-section (3A) of section 123 was not in existence. Hence this case is also not of any help to the appellant.

(3) *Khilumal Topandas v. Arjundas Tulsidas* (A.I.R. 1959 Rajasthan 280). It was held in this case that where the two contesting candidates did not belong to two different communities but were backed by two political parties and the writer of a pamphlet advised the voters to vote for the candidate backed by certain party not on the ground of caste or community but on the ground that the future of the community would be safe in his hands and would not be safe in the hands of the candidate belonging to another party, the appeal in the pamphlet does not fall under sub-section (3) of section 123.

This decision is also of no help to the appellant as according to us the pamphlet Ex. 15, in the instant case, was fully covered by sub-section (3A) of section 123 of the Act and not by sub-section 3 of that section.

(4) *Shubnath Deogam v. Ram Narain Prasad and others* (A.I.R. 1960 S. C. 148). In this case their Lordships held that whether an appeal to the electorate on the ground of religion is systematic or not depends on the question of fact whether the leaf-let was distributed among the electorate or whether speeches were made in its terms or otherwise making an appeal to the electorate on grounds of religion by the candidate and his supporters with his knowledge and consent at meetings. Normally, it is the practice of the Supreme Court to accept the findings on such questions of fact of the court immediately below". This case is also of no help to the appellant as it was a decision on sub-section (3) of section 123 of the Act and not on sub-section (3A) of section 123.

The next contention of Sri Bhardwaj was that there was no evidence on record to show that the consent of the appellant had been obtained for the printing and distribution of the pamphlet Ex. 15. Dhani Ram P.W. 32 did say in his statement that the appellant and Bed Ram Karan had cited the contents of Ex. 14 on the basis of which the pamphlet Ex. 15 was printed. If the appellant had dictated the contents of Ex. 14 on the basis of which Ex. 15 was printed the appellant's consent must be assumed.

Lastly Sri Bhardwaj contended that the witnesses produced by respondent No. 1 had stated that the pamphlet Ex. 15 was distributed four or five days before the date of polling but Ex. 15 was not in existence at that time. The pamphlet Ex. 15 was printed, according to Narain Niwas P.W. 1, on 17th February 1962 and the meetings were said to have been held on 21st February 1962. The pamphlet, therefore, could be easily distributed four or five days before the polling commenced on 21st February, 1962.

We will now consider the contentions of the learned counsel for the appellant on issue No. 6. This issue is based on paragraph 26 of the petition which reads as follows:—

"28. That the respondent No. 1, his agents, pairokars, workers and canvassers issued a secret circular to all the agents and workers of respondent No. 1 in which direction was issued to (1) bring voters especially ladies in "trucks hired by the respondent No. 1. There was also direction to workers to entertain and treat the voters to sumptuous tea and food before they leave for voting. Details are given in schedule (3) annexed hereto."

Paragraph 27 of the petition stated that in compliance of the circular the appellant, his agent and workers were actually seen carrying voters in trucks and motors to polling booths. The trucks, motors and ekkas were used to fetch voters from respective centres to the polling booths is stated in paragraph 28 of the petition. In paragraph 29 of the petition it was stated that the carrying of voters by trucks, motors and ekkas amounted to a corrupt practice which materially affected the result of the election of respondent No. 1 because he had made no arrangements for conveyance of the voters.

According to Sri Bhardwaj issue No. 6 was not in accordance with the statement of the learned counsel for respondent No. 1 under Order X, rule 2, or the Code of Civil Procedure since the counsel for respondent No. 1 had said in his statement that 'he would not claim an issue with regard to paragraph 25 of the petition'. We have gone through the statement of learned counsel for respondent No. 1 under Order X, rule 2 of the Code of Civil Procedure and we find that the learned counsel for respondent No. 1 had only stated that he would not claim an issue regarding the workers and agents of the appellant with regard to para 25 of the petition. He never stated that he would not claim an issue with regard to para 25 of the petition as far as the appellant was concerned. That is why issue No. 6 mentions respondent No. 1 and not his agent, workers, pairokars and canvassers. Issue No. 6 was, therefore, fully in accordance with the statement of the learned counsel for respondent No. 1 made under Order X, rule 2, of the Code of Civil Procedure.

Ex. 22 is the secret circular said to have been issued by the appellant to his agents mentioned in paragraph 9 of the petition directing them to bring voters, specially ladies, in trucks, motors and ekkas hired by him, and further to entertain the voters to sumptuous tea and food before their leaving for voting. Ex. 22 is as follows:

"ANNEXURE 'C'

Jai Bhim.

Important and strictly confidential notice for all the Polling Agents and workers of Jyoti Swarup candidate for Lok Sabha.

Brothers,

You are specially requested to reach the polling station at 6 O'clock positively on the day of polling. Secure votes of the brothers of the community in the name of Baba Saheb, and by compromise from Muslims. There is an arrangement of cars and trucks and ekkas for the escorting of voters to the polling station for casting votes. Do not let them remain standing even for a minute, use them specially for carrying lady voters. Keep them at a distance from the polling. Bring ladies for casting votes early in the morning before they start domestic work at home. Money has been set to the workers of all the areas with which please keep suitable arrangement for tea etc. Do this considering it as your own.

Members of election committee,

Sd. Madan Pal.
Sd. Bishambher.
Sd. Tara Chand.
Sd. Lila Dhar.
Sd. Gulab Chand.
Sd. Madan Lal.

Sd. Bhagita Sharaji.
 Sd. Ch. Dhanl Ram.
 Sd. Ramji Lal.
 Sd. Munshi Lal.
 Sd. Mannu Mal.
 Sd. Sanehi Ram.
 Sd. Lala Ram."

Annexure E to the petition mentions the numbers of the trucks and cars said to have been hired by the appellant in order to bring voters to the polling booths. The following four vehicles are mentioned in Annexure E to the petition:

1. Truck No. U.P.R. 9426.
2. Truck No. U.P.R. 9410.
3. Car No. U.P.B. 1535.
4. Car No. U.P.B. 886.

According to Sri Bharadwaj the names of the voters carried by the trucks and cars hired by the appellant and the places from which the voters were carried and the places to which they were carried have not been mentioned either in the petition or in schedule 3 to the petition. The learned counsel also contended that the date on which the voters were carried is also not mentioned. In our opinion it was impossible to give the names of all the voters who were carried on the trucks and the cars hired by the appellant. It was also not necessary to name the places from which and the places to which the voters were carried. Further it was not necessary to mention any specific date as every body knew the dates of polling. Schedule 3 mentions:

"The workers and agents were directed to make use of the conveyances hired by him to carry mostly women folk voters to the various polling stations."

Not mentioning the names of all the voters carried by trucks and motors hired by the appellant was not fatal to the case of respondent No. 1. We have already held above that section 83 of the Act is not mandatory but is only directory.

The next contention of Sri Bharadwaj is that Ex. 22 is only a carbon copy of the secret circular said to have been issued by the appellant and was, therefore, not admissible in evidence specially when the original of Ex. 22 was not summoned. But this is not correct. The original of Ex. 22 was summoned as is clear from the statement of Sri Tirbeni Sahai, Election Inspector, Aligarh, P.W. 23 who stated that he was the Inspector in District Election Office. He produced the election expenses of the appellant along with the vouchers. He also produced the complaints of Ram Gopal and Chhote Lal before the Presiding Officer, Polling Station Mitai. It bore the note of the Presiding Officer dated 23rd February 1962. He also produced form No. 18, employment of counting agents on behalf of the appellant. Other papers which had been sent for from him were not found even on search hence he did not bring them. The certified copies which were given to him were according to the originals. The witness also stated that respondent No. 1 had summoned an application of Bed Ram Kardam by means whereof he inspected the ballot papers of the appellant. In cross-examination the witness stated that the application of Ram Gopal Jain was in sealed cover. He did not bring the sealed cover. The witness opened the sealed cover under the orders of the Election Officer. He had not brought the list of sealed covers as well. He had no personal knowledge if all those papers, copies whereof were issued to respondent No. 1, were present in the office.

Moreover the carbon copy Ex. 22 is secondary evidence, under section 63 of the Indian Evidence Act. Under section 65 of the Indian Evidence Act secondary evidence may be given of the existence, condition or contents of a document in the following cases:—

- (1) "When the original is shown or appears to be in the possession or power of the person against whom the document is sought to be proved, or of any person out of reach of, or not subject to, the process of the court....."

The original of Ex. 22 must be in possession of the appellant and hence secondary evidence could be led and Ex. 22 was, in our opinion, admissible in

evidence. There is no evidence on record to show that the appellant objected to the production of Ex. 22 to its admissibility.

We will now examine the oral evidence lead by the parties on issue No. 6.

Dhani Ram P.W. 32, stated that Ex. 22 was dictated by the committee formed by the appellant and that it bore the signature of the witness. He also verified his signature. He stated that the appellant was present at the time of writing of Ex. 22. In cross-examination the witness stated that he did not know as to where the original of Ex. 22 was. Ex. 22 did not bear the signature of the appellant who was a member of the committee.

Ramji Lal, son of Sarman Lal Jamadar, P.W. 33 stated that in connection with his election the appellant had formed a committee of which the witness was a member. The witness was shown Ex. 22 and stated that he had signed Ex. 22 as a member of the committee. The appeal was on one of that date. The witness stated that Ex. 22 was written in his presence and that he signed it after reading it. The witness also identified the signature of Lila Dhar on Ex. 22. According to the witness the appellant issued the secret circular Ex. 22 through the said committee. In cross-examination the witness stated that the appellant did not affix his signature to Ex. 22 and the original of Ex. 22 was written out with a pen and ink. The witness denied that the appellant had no concern with Ex. 22. He stated that he did not know as to where the original of Ex. 22 was. He did not know the scribe of Ex. 22. He denied that Ex. 22 was not written out in his presence.

Both Dhani Ram and Ramji Lal were members of the committee formed by the appellant. Ex. 22 was signed by both the witnesses Dhani Ram and Ramji Lal P.Ws. 32 and 33 respectively. The credibility of these witnesses was not shaken in their cross-examination.

Sri Bharadwaj contended that Ex. 22 was inadmissible in evidence specially when the words 'agents and pairokars' were deleted from paragraph 25 of the petition by the statement of the learned counsel for respondent No. 1 under Order X, rule 2, of the Civil Procedure Code. The learned counsel also contended that there was no averment in the petition that Ex. 22 was acted upon. This contention is not correct as it was specifically stated in paragraph 27 of the petition that in compliance of the secret circular the appellant, his agents and workers were actually seen carrying voters in trucks and motors to polling booths. Paragraph 27 of the petition was not given up by the counsel for respondent No. 1 in his statement under Order X, rule 2, of the Civil Procedure Code. It is not correct to say that unless the appellant signed Ex. 22 he could not be said to be instrumental in issuing the circular.

In rebuttal the appellant produced Bishambhar D.W. 23 who stated that he was the resident of Nagla Lala. No election committee of the appellant was formed at any time. The witness did not affix his signature on any paper of the election committee. He denied his signature on Ex. 22. The witness stated that there was a Sant Ravi Das Pustakalya in his village and the witness was asked to put down his signature on a paper for taking aid for that Pustakalaya. In cross-examination he stated that he was a Jatav but did not belong to the party of Dr. Ambedkar. The witness did not know if the appellant carried out any propaganda in his village. He admitted that he had been challaned in connection with gambling and was fined. After seeing Ex. 22 the witness stated in cross-examination that it bore his signature. After the admission of this witness that he had signed Ex. 22 this witness cannot be of any help to the appellant.

Lila Dhar D.W. 24 stated that the appellant belonged to his village and that the appellant had not formed any election committee before the election. The witness had not affixed any signature on any paper of any election committee. There is a Pustakalya in his village and the witness had affixed his signature to the appeal for the Pustakalya 10 or 15 days before the voting.

In cross-examination the witness admitted that the son of Sarman Lal Jamadar, i.e. Ramji Lal P.W. 33, had obtained his signature on a printed appeal. The witness further stated that he had put down his signature in Hindi. The witness was shown Ex. 22 and said that it did not bear his signature. The witness admitted that he is a Jatav.

To the same effect is the statement of Sanohi D.W. 25. He also stated that he had signed a blank paper as he was given to understand that it was an appeal for setting up a local library.

In our opinion the Tribunal rightly did not believe the testimony of these witnesses. They were all supporters of the appellant and had made out a new case in order to deny their signatures on Ex. 22. The witnesses were unable to give details of the alleged Pustakalaya or library.

We see no reason to disbelieve the sworn testimony of Dhani Ram P.W. 32 and Ramji Lal P.W. 33. We agree with the Election Tribunal that Ex. 22 is a genuine document and was issued by the appellant through an election committee for the purpose of his election campaign.

Now we have to consider whether the workers and helpers of the appellant did carry voters to the polling booths in the trucks and motors mentioned in schedule E to the petition.

Ranbir Singh P.W. 13 stated that he was the resident of village Bisana and that the appellant had sent his car on 23rd February, 1962, and in that car the witness brought voters from Nagla Ojha to Bisana polling station. In cross-examination he stated that he was giving evidence on oath and was telling the truth and that he was the worker of the appellant only for the election. The witness did not go to any other meeting with the appellant except to the meeting held at Bisana. The car which the appellant had given to the witness was a pick up. The witness did not know the driver or the number of the pick up. The witness saw the pick up only for half an hour. Nagla Ojha is one furlong from Bisana polling station.

Kali Charan P.W. 14 stated that he was a resident of Nagla Ojha and that he had cast his vote at the last election at Bisana polling station and had gone to the polling station in the car of the appellant. He stated that Ranbir Singh P.W. 13 had brought him in the car and the car had a picture of an elephant. 6 or 7 voters also went in the car with the witness. They included two ladies also. In cross-examination the witness stated that his village is one mile away from Bisana and the road is good. Voters started at 7 a.m. from the village and arrived at Bisana in 10 minutes. The witness did not see cars of respondent No. 1 or of the congress party. He did not know the driver of the car nor could give its number.

Bhagwati Prasad P.W. 15 was also a resident of Nagla Ojha. He stated that he went in a car to Bisana for casting vote and that the car was of the appellant. Seven or eight other voters including Ranbir Singh P.W. 13 also went with him. There were posters of elephant and a blue flag on the car. In cross-examination the witness stated that he did not know the number of the car or the name of the driver. Conveyances, tongas and carriages of other candidates were running during the election.

Ram Prakash P.W. 18 stated that he was a resident of Hathras and owned a motor car. The number of the car is U.P.B. 826. In the last election the car of the witness was used by the appellant. Bed Ram Kardam had gone to the witness and had asked him to lend the car to the appellant. The witness said that the car was out of order and that it could be used only after repairs. The appellant got the car repaired. The witness plied his car for two days in the election for the appellant. On 23rd February, 1962, the witness went to village Nagla Ojha and from there brought the voters of the appellant in his car. He did not charge any hire from the voters. The voters were brought and left at Bisana polling station. The witness stated that he brought the voters of the appellant in his car from Ramanpur. To a question put by the Tribunal the witness stated that he could not tell the name of any voter whom he had taken in the car on 22nd and 23rd February, 1962. In cross-examination he stated that the defect in the car was that one of its tyres was bad. The witness did not know the name of the Kabari from whom he brought the tyre. The appellant had paid the price of the tyre. The witness had not paid for the price of the petrol. Four gallons of petrol was filled from the petrol pump of Lala Heera Lal. The witness said he had no connection with the congress party.

Leela Dhar P.W. 16 stated that he was a resident of Hathras. During the last election the witness was a candidate for an Assembly seat from Hathras constituency. On the date of the polling he reached Barahseni college centre where he saw a blue car bearing blue flag and symbol of elephant. The car was bringing and taking voters. The witness reported the matter in writing to the Presiding Officer. In cross-examination he stated that Bed Ram Kardam was bringing voters and taking them away. The witness noted the number of the car in his application but did not write the name of Bed Ram. He did not know the names of the voters who came and went in the car. The application which the witness gave to the Presiding

Officer was given after 2 or 3 O'clock in the afternoon. The witness had noted the number of the car in the application.

Shankar P.W. 17 stated that he was a resident of Ramanpur and during the last election he had gone to Barahseni college centre for casting his vote in a car which carried pamphlets of elephant and blue flag. Bed Ram of Naika Nagla had brought the witness free of charge. The car belonged to Ram Prakash. In cross-examination he stated that prior to the giving of his statement he has not complained to any one about the car. The witness returned to his village also in the car. Some other persons had also gone with him to the polling booth. The car was six or seven seater.

Ram Charan P.W. 19 stated that he resided in village Chandpa and during the last general election he went in a truck to cast his vote at Katailia polling station from his village. The truck had the symbol of elephant and a blue flag. Other voters had also gone with him in the truck. Kishan Chand was the driver of the truck. The witness did not pay any fare for the truck. To a question put by the Tribunal the witness stated that he did not note down the number of the truck and that Kishan Chand was alive. In cross-examination the witness stated that he had not mentioned to any one regarding the truck. He was not one of the workers of the appellant.

Har Prasad P.W. 20 stated that he was a resident of Bulgari and in the last general election he went to Katailia polling station from his village in a truck which had pictures of elephant and a blue flag. Some other voters had also gone with him for voting in the truck. The witness did not pay any hire for the truck. He also stated that he had not noted down the number of the truck.

Narain Singh P.W. 21 stated that he was a resident of Kumarpur and that during the last election he went in a truck to cast his vote at Mitai polling station. The truck bore the picture of an elephant and a blue flag. Some other voters of his village had also gone in the truck with him for which the witness did not pay fare. Bed Ram of Mitai had taken the witness to the polling booth. The witness could not give the number of the truck. Village Mitai is at a distance of three miles from his village.

Chiranji Lal P.W. 28 stated that he was a resident of Hathras and owned a car which bore the number U.P.B. 1535. During the last election the witness pled that car on behalf of the appellant and on the day of polling he carried voters in the car. The voters whom he carried in his car from Lala Ka Nagla and Nai ka Nagla to Saraswati Vidyalaya were the voters for the appellant. The car had posters as well as a blue flag. The witness gave a receipt for the car Ex. 18 to the appellant. The witness on seeing Ex. 18 stated that it was written by him and bore his signatures.

In cross-examination he stated that besides the driver five other persons could sit in the car. Before the date of polling the appellant used the car for propaganda also. On the date of polling the appellant did not use the car as on that date the appellant remained in Hathras and did not go anywhere. He could not say which voters were brought in his car on the polling date. Ex. 18 is the receipt given by Chiranji Lal P.W. 28 to the appellant and is as follows:—

"I have given my one car to Shri Jyoti Swarup who is a candidate for the Lok Sabha, for election work for 20 days without any payment. I have received Rs. 100/- half of which comes to Rs. 50/- by way of the charges for the driver at the rate of Rs. 5/- per day for 20 days. No payment now remain due to me by him.

I have therefore executed this receipt so that it may be of use at the time of need.

Sd. CHIRANJI LAL,

On a stamp.

20-1-1962.

Received Rs. 100/-."

It may be mentioned here that the learned counsel for the appellant conceded that except for the date on Ex. 18 it was a genuine document.

Hari Shanker Sharma P.W. 6 stated that he was the Development Officer, Life Insurance, Hathras and was the Presiding Officer at the Barahseni college, Hathras in the last election. The appellant and respondent no. 1 were the candidates for the election. On the day of polling a complaint was made to the witness that voters were being brought upto the polling station on cars, rickshaws and tongas. This complaint was given to the witness in writing.

On receiving the complaint he went out and noted the car number which bore a blue flag and the pamphlet of an elephant. Voters were going and coming out of the car. The witness noted all these things on the complaint. He did not orally

remember the number of the car but could tell it on seeing the written note. In cross-examination he stated that he was not the Secretary of the Arya Samaj, Hathras and that respondent no. 1 is an Arya Samajist. He also stated that he was not giving evidence because he was an Arya Samajist. He also stated that it was wrong that no application was presented to him and that he did not note anything on it. The witness stated that he did not make any complaint to the police or any other officer. The complaint was made at about 2 or 2.30 in the afternoon.

Ex. 20 is the complaint made to the Presiding Officer, Barahseni college polling station on 23rd February 1962 by Leela Dhar P.W. 16. It runs as follows:

"To,

The Presiding Officer,

The Republican party people are bringing and taking back the voters to and from 10 Barahseni College, Hathras on car, Tonga, and Rickshaw. This is against rules. You may see car No. 886 who which is standing at the door and from which voters are getting down. This should be stopped.

Sd./- LEELA DHAR,
Candidate.
23-2-1962."

Ex. 11 is a certified copy of the note of the Presiding Officer, Polling Station No. 16, Barahseni College, Hathras on the complaint lodged by Leela Dhar, P.W. 17 and says:

"I saw car No. U.P. B-886 with blue flag. Voters were getting down and coming towards.

Sd./- H. S. SHARMA,
Presiding Officer.
23-2-1962."

Kishen Lal Varshney, P.W. 17, Deputy Revenue Officer, Tube Well, Aligarh stated that in the last general election he was the Presiding Officer at Mitai Polling Station. At about 4 P.M. on the day of polling a complaint was made to him by Chokhey Sharma, an agent of respondent No. 1. The witness directed the constable on duty to find out what the matter was. The constable went and told the witness that there was a truck at one furlong but its number could not be noted. The witness himself rose but could not read the number from the distance. After that the constable brought the number. The witness verified the note after reading Ex. 17. In cross-examination he stated that he did not personally know the complainant and that he had not obtained the signature of the constable on the note. The witness did not talk to Chokhey Lal.

On the other hand, the appellant examined Karim Ullah, D.W. 8, Ram Charan, D.W. 9 and Natha Ram, D.W. 10. All these three witnesses stated that no voter of the appellant was brought to the polling station at Barahseni College, Hathras by car or trucks. Similarly Lachman, D.W. 11 and Mawasi, D.W. 12 stated that no voters of the appellant were brought to Katoilia polling station in trucks or cars.

Ghanela, D.W. 18 and Tori, D.W. 19 testified that no voter of the appellant came to the polling booth at village Mitai on car.

Bhopal, D.W. 22 stated that no voter of the appellant had been taken in a car or a truck to Bisana polling station.

The appellant himself as D.W. 28 denied that he or his workers carried any voter in any vehicle to polling station, during the last election. He also denied having used a car during the election campaign. The return of expenses, now-ever, filed by the appellant shows that sufficient amount was spent on petrol and hire of ekkas.

Having given our earnest thought to the evidence produced by the parties we are of the opinion that there is no reason to disbelieve Chiranji Lal who was owner of car U.P. B-1535, Ram Prakash, P.W. 18, owner of car No. U.P. B-886 and Sri Hari Shanker Sharma, P.W. 6, Development Officer, Life Insurance Corporation, Hathras who was the Presiding Officer at Barahseni College, Hathras and who made a note Ex. 11 that he himself saw car No. U.P. B-886 with blue flag and voters were getting down and going towards the car. Both Chiranji Lal and Hari Shanker Sharma are independent witnesses and were rightly believed by the learned Member of the Tribunal. The number of the car U.P. B-1535 mentioned by Chiranji Lal, P.W. 28 and the number of the car U.P. B-886 mentioned by Sri Hari Shanker Sharma in his note Ex. 11 tally with the number of the cars mentioned in Annexure E to the petition. It must, therefore, be held that the appellant hired these two cars for carrying voters to the various polling booths during the last election. From the evidence led by the parties we are

not satisfied that any truck or trucks mentioned in Annexure E to the petition were used by the appellant to carry voters on the date of polling during the last election.

Sri Bhardwaj contended that the Tribunal has not given any finding as to the number of voters who were carried on the cars and trucks hired by the appellant. In our opinion even if one voter was carried on a vehicle hired by the appellant that would amount to corrupt practice and it was not necessary for the Tribunal to record a finding as to the exact number of voters who were carried to the polling booths on vehicles hired by the appellant.

The next contention of Sri Bhardwaj is that a corrupt practice is committed not by conveying the voters but by the act of hiring or procuring the conveyance and in the instant case there is no evidence of hiring or procuring the conveyances and, therefore, the Tribunal has committed a mistake in giving a finding regarding the hiring of conveyances by the appellant during the last election. In support of this contention the learned counsel relied upon *Madan Lal v. Zargham Haider and others* (A.I.R. 1958 Allahabad 596) in which it was held that "a corrupt practice is committed not by conveying the voter but by the act of hiring or procuring the conveyance". Sri Bhardwaj also relied upon *Balwan Singh v. Lakshmi Narain & others* (A.I.R. 1960 S.C. 770) which is a decision to the same effect. These decisions also do not help the appellant as in the instant case there is sufficient evidence on record to prove that the two cars were hired and procured by the appellant during the last election in order to carry his voters to the various polling stations.

Sri Bhardwaj next contended that there is no evidence on the record to prove that the vehicles were used with the consent or to the knowledge of the appellant. This is not correct, as both Ram Prakash, P.W. 18 and Chiranjil Lal, P.W. 23, owners of cars Nos. U.P. B-886 and U.P. B-1535 respectively have deposed that the appellant had gone to them during the last election and had asked them to give their cars to him on hire.

The learned Member of the Tribunal was, therefore, right in holding that the appellant had indulged in a corrupt practice by bringing his voters in hired vehicles to the polling booths on the date of polling during the last election.

The last contention of Sri Bhardwaj, learned counsel for the appellant, is that issues Nos. 2 and 6 were not in accordance with law and were against the pleadings of respondent No. 1 and, therefore, no evidence could be led in the absence of specific pleadings in respect of the two issues. In support of this contention the learned counsel relied upon the following decisions:—

- (1) *Siddik Mahomed Shah v. Mt. Saran and others* (A.I.R. 1930 P.C. 57) in which it was held that "where a claim has been never made in the defence presented no amount of evidence can be looked into upon a plea which was never put forward".
- (2) *Lala Hem Chand v. Lala Pearey Lal and others* (A.I.R. 1942 P.C. 64). It was held in this case that "the procedure in allowing the parties to adduce evidence on points which arose on the evidence led by the parties but were not raised in the pleadings or issues is irregular and should not be allowed without amending the pleadings and raising the necessary issues".
- (3) *Harish Chandra Bajpai and others v. Tritaki Singh and others* (A.I.R. 1957 S.C. 444). It was held in this case that "having regard to the scheme of the Act, section 83(3) is intended to clothe the Tribunal with a general power to allow not merely an amendment of particulars already given but also inclusion of fresh particulars, pleading new instances, subject to the condition that they are in respect of a ground set out in the petition The order of amendment is not open to attack on the ground that it has permitted new instances to be raised. What has to be seen is whether those instances are, in fact, particulars in respect of a ground put forward in the petition, or whether they are, in substance, new grounds of attack".
- (4) *Chendhari Rai and others v. Suraj Prasad Singh and others* (A.I.R. 1954 S.C. 758). In this case it was held by their Lordships of the Supreme Court that "where the defendant in his written statement sets up title to the disputed lands as the nearest reversioner, the court cannot, on failure of the defendant to prove his case, make out a new case for him which is not only not made in the written statement but which is wholly inconsistent with the title set up by the defendant, namely, that the defendant was holding under a *shikmi* settlement from the nearest reversioner".

- (5) To the same effect is the decision in *Moran Mar Bassallas Catholicas v. Thukalan Paulo Avira and others* (A.I.R. 1963 S.C. 31).
- (6) *The Union of India v. Pandurang Kashinath More* (A.I.R. 1963 S.C. 630) in which it was held that "when an improper conduct is alleged it must be set out with all particulars. A plaintiff cannot complain if general allegations made by him in the plaint are answered by equally make general allegations in the written statement".

The above rulings relied upon by the learned counsel for the appellant have no applicability to the facts of the present case. In our opinion, all the necessary facts and particulars in respect of the two issues are given in the petition and the appellant was not taken by surprise. No prejudice has been caused to the appellant. The parties led evidence in respect of the pleas covered by the two issues and it is, therefore, not correct to say that evidence was led upon pleas which were never put forward in the petition.

Sri Bhardwaj also relied upon *B. Pathu Reddiar versus A. Muthiah and another* (A.I.R. 1963 Madras 390). It was held in that case that "an election once declared can be set aside only on the grounds referred to in section 100(1). No election can be set aside on mere suspicion. The mere fact that a successful candidate secured only a small number of votes over his nearest rival does not necessarily mean that there was something wrong about the election. Illegality or irregularity in an election or in the process of counting of votes is a matter proof and nothing can be done on the basis of mere suspicion".

This ruling has no relevancy at all as in the instant case the election of the appellant has not been set aside on mere suspicion.

For the reasons mentioned above we see no force in this appeal. It is accordingly dismissed with costs, which we assess at Rs. 500/-.

Sd./- K. B. A.

Sd./- D. D. SETH.

Sd./- V. G. OAK.

The 21st October, 1964.

[No. 82/314/62.]

By Order,

K. S. RAJAGOPALAN, Under Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 26th November 1964

S.O. 4106.—In exercise of the powers conferred by clause (1) of article 239 of the Constitution and all other powers enabling him in that behalf, the President hereby makes the following further amendment in the Ministry of Home Affairs notification No. F. 22/11/59-ANL, dated the 2nd January 1960 (hereinafter referred to as the said notification), as amended by the Ministry of Home Affairs notification No. 4/60/61-ANL, dated the 2nd February 1963, namely:—

In the said notification—

- (i) for the entry "(b) the Secretary and Financial Adviser to the Chief Commissioner; or", the entries—

"(b) the Chief Secretary, Andaman and Nicobar Administration; or

(bb) the Secretary (Finance) to the Chief Commissioner; or"

shall be substituted and shall be deemed to have been substituted with effect from the 26th day of August, 1964;

- (ii) for the entry "(d) the Development Officer; or", the entry "(d) the Development Commissioner-cum-Development Secretary; or" shall be substituted and shall be deemed to have been substituted with effect from the 5th day of September, 1964;

- (iii) after entry (d) the following entry shall be inserted and shall be deemed to have been so inserted with effect from the 17th day of January, 1964, namely:—

"(dd) the Secretary (Judicial) to the Chief Commissioner; or"

[No. 4/107/64-ANL.]

M. B. MALHOTRA, Under Secy.

New Delhi, the 1st December 1964

S.O. 4107.—In exercise of the powers conferred by clause (2) of article 77 of the Constitution, the President hereby makes the following rules further to amend the Authentication (Orders and Other Instruments) Rules, 1958, published with the notification of the Government of India in the Ministry of Home Affairs, No. S.O. 2297, dated the 3rd November, 1958, namely:—

1. These rules may be called the Authentication (Orders and Other Instruments) Seventh Amendment Rules, 1964.
2. In rule 2 of the Authentication (Orders and Other Instruments) Rules, 1958, for clause (e), the following clause shall be substituted, namely:—

“(e) in the case of orders and other instruments relating to the Posts and Telegraphs Department, by the Secretary, Post and Telegraph Board, the Chief Engineer in the Posts and Telegraph Directorate, a Deputy Director-General, a Director in the Posts and Telegraph Directorate, a Controller in the Posts and Telegraph Directorate, a Deputy Chief Engineer in the Posts and Telegraph Directorate, an Assistant Chief Engineer in the Posts and Telegraph Directorate and an Assistant Director General; or”

[No. F.3/5/64-Pub.I.]

FATEH SINGH, Jt. Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 26th November 1964

S.O. 4108.—In pursuance of sub-section (1) of section 53 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 1906, dated the 12th June, 1962, namely:—

For Form ‘A’ annexed to the said notification, the Form specified in the Schedule to this notification shall be substituted.

2. This notification shall come into force on the 4th day of December, 1964.

SCHEDULE

FORM ‘A’

*Statement of the affairs of the Reserve Bank of India, Banking Department
as on the 19*

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up	..	Notes	..
Reserve Fund	..	Rupce Coin	..
National Agricultural Credit (Long Term Operations) Fund	..	Small Coin	..
National Agricultural Credit (Stabilisation) Fund	..	Bills Purchased and Discounted :—	
		(a) Internal	..
National Industrial Credit (Long Term Operations) Fund	..	(b) External	..
		(c) Government Treasury Bills	..
Deposits :—			
(a) Government		Balances Held Abroad*	..
(i) Central Government	..	Investments**	..
(ii) State Governments	..	Loans and Advances to :—	
(b) Banks		(i) Central Government	..
(i) Scheduled Banks	..	(ii) State Government@	..
(ii) State Co-operative Banks	..	Loans and Advances to :—	
(iii) Other Banks	..	(i) Scheduled Banks†	..
(c) Others	..	(ii) State Co-operative Banks††	..
Bills Payable	..	(iii) Others	..

LIABILITIES	Rs.	ASSETS	Rs.
Other Liabilities . . . . .	..	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund . . . . .	..
		(a) Loans and Advances to :—	
		(i) State Governments . . . . .	..
		(ii) State Co-operative Banks . . . . .	..
		(iii) Central Land Mortgage Banks . . . . .	..
		(b) Investment in Central Land Mortgage Bank Debentures . . . . .	..
		Loans and Advances from National Agricultural Credit (Stabilisation) Fund . . . . .	..
		Loans and Advances to State Co-operative Banks . . . . .	..
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund . . . . .	..
		(a) Loans and Advances to the Development Bank . . . . .	..
		(b) Investment in bonds/debentures issued by the Development Bank . . . . .	..
		Other Assets . . . . .	..
	RUPEES	RUPHES . . . . .	..

*Includes Cash and Short-term Securities.

**Excludes Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. advanced to scheduled banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the day of 19

Governor.

[No. F. 3(37)-BC/64.]

B. J. HEERJEE, Under Secy.

(Department of Economic Affairs)

New Delhi, the 27th November 1964

S.O. 4109.—In pursuance of clause (d) of sub-section (1) of section 19 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby nominates the following persons to be Directors of the State Bank of India with effect from the 1st December, 1964:—

1. Shri D. R. Gadgil, Law College Road, Poona.
2. Shri Bharat Ram, 14/48, Sardar Patel Road, New Delhi.
3. Shri K. K. Birla, 15, India Exchange Place, Calcutta.
4. Shri S. N. Sen, 10, Old Post Office Street, Calcutta.

5. Shri B. D. Garware, Garware Motors & Engineers Private Ltd., Chowpatty Chambers, Sandhurst Bridge, Bombay.

[No. F. 8/98/64-SB.]

S.O. 4110.—In pursuance of clause (c) of sub-section (1) of section 21 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby nominates the following persons to be members of the Bombay, Calcutta, Madras, New Delhi, Kanpur and Ahmedabad Local Boards respectively, with effect from the 1st December, 1964:—

BOMBAY LOCAL BOARD

1. Shri Ramnath A. Podar, Podar Chambers, Parsi Bazar Street, Fort, Bombay.
2. Shri Zafar Futehally, Juhu Lane, Andheri, Bombay.
3. Shri Shantaram M. Dahanukar, 4A, Carmichael Road, Bombay.
4. Dr. Rustom Cawasjee Cooper, P. C. Hansotia & Co., Jehangir Wadia Buildings, Mahatma Gandhi Road, Bombay.
5. Shri Krishna Chandra Maitra, Sankey Electrical Stamping Ltd., Wakefield House, Ballard Estate, Bombay.
6. Prof. Mohanlal Lallubhai Dantwala, Kumar Villa, Colaba, Bombay.

CALCUTTA LOCAL BOARD

1. Shri Debi Prasad Goenka, 17, Belvedere Road, Alipore, Calcutta.
2. Shri B. C. Ghose, 'Gopalbhaban', P.O. Jalpaiguri, District Jalpaiguri.
3. Shri Abhijit Sen, 16, Palm Avenue, Calcutta.
4. Shri D. P. Chakravarti, 160, Bipin Behari Ganguli Street, Calcutta.
5. Shri V. V. Parekh, 52/4, Ballygunge, Circular Road, Calcutta.
6. Shri K. N. Mookherjee, Bakulia House, 2, Bishu Babu Lane, Calcutta.

MADRAS LOCAL BOARD

1. Shri P. Brahmayya, 9, Dr. C. P. Ramaswamy Iyer Road, Madras.
2. Shri P. Surayanarayana, No. 8, Boag Road, Madras.
3. Mr. D. W. Law, "Coromandel House", Mowbrays Gardens, Madras.
4. Dr. P. Natesa Mudalliar, 22/23, Nattu Pilliar Koil Street, Madras.
5. Shri Krishnaswami Sreenivasa Karayalar, Thycaud, Trivandrum.
6. Shri Narayanaswami Ramaratnam, Kaumudi, Warren Road, Madras.

NEW DELHI LOCAL BOARD

1. Shri Sudhansu Kumar Das, A59, Kailash Colony, New Delhi-14.
2. Shri Kirpa Narain, 4, Raj Narain Road, Civil Lines, Delhi.
3. Shri Narendra Lal, 60, Golf Links, New Delhi.
4. Sardar Mohan Singh, 9, Friends' Colony, New Delhi.
5. Shri Bishasher Nath Khosla, Guest Keen Williams Ltd., Jeevan Vihar, 3, Parliament Street, New Delhi.
6. Sardar Kartar Singh Malhotra, "Edgeworth", Simla-2.

KANPUR LOCAL BOARD

1. Mr. K. M. Wilcox, British India Corporation Ltd., Sutherland House, Kanpur.
2. Sardar Inder Singh, 7/25, Tilak Nagar, Kanpur.
3. Shri H. K. Bhaumik, Arya Nagar, Kanpur.
4. Shri Devendra Swaroop, 15/96, Civil Lines, Kanpur.
5. Dr. Baljit Singh, Head of the Department of Economics, Lucknow University, Lucknow.
6. Dr. Rajendra Rohatgi, 16/29, Civil Lines, Kanpur.

AHMEDABAD LOCAL BOARD

1. Shri Rohit C. Mehta, Ram Nivas, Panchvati, Ellisbridge, Ahmedabad.
2. Shri Arvind Narottam, Hansole, Ahmedabad.
3. Shri Jadavji K. Modi, Chairman, District Central Co-operative Bank, Bhavnagar.
4. Prof. M. B. Desai, M. S. University of Baroda, Baroda.
5. Raja Udaibhan Singhji, Yuvraj of Porbandar.

[No. F. 8/98/64-SB.]

New Delhi, the 28th November 1964

S.O. 4111.—Statement of the Affairs of the Reserve Bank of India, as on the 20th November, 1964.

BANKING DEPARTMENT

LIABILITIES	Rs.	Assets	Rs.
Capital paid up	5,00,00,000	Notes	20,19,81,000
Reserve Fund	80,00,00,000	Rupee Coin	3,46,000
National Agricultural Credit (Long Term Operations) Fund	86,00,00,000	Small Coin	8,44,000
National Agricultural Credit (Stabilisation) Fund	9,00,00,000	National Agricultural Credit (Long Term Operations) Fund—	
National Industrial Credit (Long Term Operations) Fund	10,00,00,000	(a) Loans and Advances to :—	
Deposits :—		(i) State Governments	28,17,51,000
(a) Government:		(ii) State Co-operative Banks	11,81,08,000
(i) Central Government	50,83,51,000	(iii) Central Land Mortgage Banks	
(ii) State Governments	6,48,67,000	(b) Investment in Central Land Mortgage Bank Debentures	4,45,53,000
(b) Banks:		National Agricultural Credit (Stabilisation) Fund—	
(i) Scheduled Banks	101,59,87,000	Loans and Advances to State Co-operative Banks	
(ii) State Co-operative Banks	2,94,11,000	National Industrial Credit (Long Term Operations) Fund—	
(iii) Other Banks	3,70,000	(a) Loans and Advances to the Development Bank	
(c) Others	144,49,86,000	(b) Investment in bonds/debentures issued by the Development Bank	
Bills Payable	52,61,72,000	Bills purchased and discounted :—	
Other Liabilities	45,98,30,000	(a) Internal	
		(b) External	
		(c) Government Treasury Bills	178,50,14,000
		Balances held Abroad*	9,43,26,000
		Loans and Advances to Governments**	39,55,87,000
		Loans and Advances to :—	
		(i) Scheduled Banks†	1,24,20,000
		(ii) State Co-operative Banks††	150,41,33,000
		(iii) Others	2,80,68,000
		Investments	120,77,01,000
		Other Assets	27,51,42,000
Rupees	594,99,74,000	Rupees	594,99,74,000

*Includes Cash and Short-term Securities.

**Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. Nil advanced to scheduled banks against usance bills under section 17(4) (c) of the Reserve Bank of India Act.

†† Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 25th day of November, 1964.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 20th day of November, 1964

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	20,19,81,000		Gold Coin and Bullion :—		
Notes in circulation	2432,94,16,000		(a) Held in India	117,76,10,000	
Total Notes issued		2453,13,97,000	(b) Held outside India . . . . .	..
			Foreign Securities	85,45,69,000	
			TOTAL		203,21,79,000
			Rupree Coin		103,73,92,000
			Government of India Rupee Securities		2146,13,26,000
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES		2453,13,97,000	TOTAL ASSETS		2453,13,97,000

P. C. BHATTACHARYYA,
Governor.

Dated the 25th day of November, 1964.

[No. F. 3(2)-BC/64.]

R. K. SESHADRI,
Director (Banking & Insurance)

(Department of Revenue & Company Law)

INCOME-TAX ESTABLISHMENTS

New Delhi, the 27th November 1964

S.O. 4112.—Consequent on his posting as Income-tax Officer, Bombay, the powers conferred on Shri P. G. Gandhi by Notification No. 61-Income-tax Establishments, dated the 12th June 1964, issued by the Ministry of Finance (Department of Revenue and Company Law), are hereby withdrawn with effect from the forenoon of 1st October 1964.

[No. 269.]

S.O. 4113.—In pursuance of clause (b) of sub-rule (ii) of rule 2 of the Appellate Tribunal Rules, 1946, the Central Government has been pleased to appoint Shri B. S. Nadkarni, Assistant Commissioner of Income-tax and lately working as Inspecting Assistant Commissioner of Income-tax, Bombay, as Authorized Representative, Income-tax Appellate Tribunal, Bombay with effect from the forenoon of 1st October 1964, to appear, plead and act for any Income-tax authority who is a party to any proceedings before the Income-tax Appellate Tribunal.

[No. 270.]

M. G. THOMAS, Under Secy.

MINISTRY OF COMMERCE

New Delhi, the 24th November 1964

S.O. 4114.—In exercise of the powers conferred by clause (1) of Article 299 of the Constitution, the President hereby directs that the following instruments made in exercise of the executive power of the Union may be executed on his behalf by the Administrator, Kandla Free Trade Zone, Gandhidham, namely:—

“Execution of Lease Deed Form for allotment of a Plot/Shed in the Free Trade Zone, Kandla”.

[No. 3/10/64-Transport.]

K. K. SACHDEV, Under Secy.

(Office of the Deputy Chief Controller of Imports and Exports)

NOTICE

Ernakulam, the 23rd October, 1964

S.O. 4115.—It is hereby notified that in exercise of the powers conferred by Clause 9 of the Imports (Control) Order, 1955, the Government of India in the Ministry of Commerce propose to cancel licence No. P/EP/2245647/C/XX/18/C/E/18, dated 28th March, 1964 for Rs. 2,50,000 only for import of High Quality Art Paper from General Area except South and South West Africa granted by the Deputy Chief Controller of Imports & Exports, Ernakulam, to M/s. M Paul Varghese & Co. (P) Ltd., Banerji Road, Ernakulam-1, unless sufficient cause against this is furnished to the Deputy Chief Controller of Imports & Exports, Ernakulam, within ten days of the date of issue of this Notice, by the said M/s. M. Paul Varghese & Co. (P.) Ltd., Ernakulam, or any Bank or any other party who may be interested in it.

2. It has been reported that the firm has obtained the said licence by misrepresentation.

3. M/s. M. Paul Varghese & Co. (P) Ltd., Ernakulam, or any Bank or any other party who may be interested in the said licence are hereby directed not to enter into any commitments against the said licence and to return it immediately to the Deputy Chief Controller of Imports & Exports, Ernakulam.

[No. 157-IV/1/2-63/EPS.]

P. MADHAVAN NAIR,

Dy. Chief Controller of Imports & Exports.

MINISTRY OF INDUSTRY & SUPPLY

New Delhi, the 30th November 1964

S.O. 4116.—In exercise of the powers conferred by section 8 of the Emblems and Names (Prevention of Improper Use) Act, 1950 (12 of 1950), the Central Government hereby directs that in the Schedule to the said Act, in item 9A, after the words "Mahatma Gandhi" the words "or Pandit Jawaharlal Nehru" shall be inserted.

[No. 13(17)-TMP/64.]

HARGUNDAS, Under Secy.

(Department of Industry)

ORDER

New Delhi, the 24th November 1964

S.O. 4117.—Whereas the Central Government is satisfied that the Development Councils mentioned in the Schedule hereto annexed should cease to continue in being;

Now, therefore, in exercise of the powers conferred by Sub-Section (1) of Section 8 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby dissolves the said Development Councils.

THE SCHEDULE

1. The Development Council for Light Electrical Industries established by the Order of the Government of India in the late Ministry of Commerce and Industry No. S.R.O. 353/IDRA/6/1 dated the 1st February, 1955 and as reconstituted by the Order of the Government of India in the late Ministry of Commerce and Industry No. S.O. 1677/IDRA/6/6 dated the 17th June, 1963.
2. The Development Council for Internal Combustion Engines, Power Driven Pumps, Air Compressors and Blowers established by the Order of the Government of India in the late Ministry of Commerce and Industry No. S.R.O. 455 dated the 4th March, 1953, and as reconstituted by the Order of the Government of India in the late Ministry of Commerce and Industry No. S.O. 2077/IDRA/6/9 dated the 19th July, 1963.
3. The Development Council for Glass and Ceramics established by the Order of the Government of India in the late Ministry of Commerce and Industry No. S.O. 2582/IDRA/6/20 dated the 26th October, 1961 and as reconstituted by the Order of the Government of India in the late Ministry of Industry No. S.O. 181/IDRA/6/20 dated the 6th January, 1964.

[No. 26(1)/Dev. Councils/64.]

C. BALASUBRAMANIAM, Dy. Secy.

(Indian Standards Institution)

New Delhi, the 4th August, 1964

S.O. 4118.—In pursuance of sub-regulation (1) of regulation -8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964, the Indian Standards Institution hereby notifies that twenty-six licences, particulars of which are given in the Schedule hereto annexed have been renewed.

THE SCHEDULE

Serial No.	Licence No. and Date	Period of Validity		Name and Address of the licensee	Article(s) Covered by the licence	Relevant Indian Standard
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L-29 1-7-1957.	16-7-64	15-7-65	M/s. Tata-Fison Ltd., House, Bruce Bombay-1.	(i) D.D.T. Dusting powders. (ii) D.D.T. Water Dispersible Powder Concentrates.	IS : 564-1961 Specification for D.D.T. Dusting Powders (<i>Revised</i>). IS : 565-1961 Specification for D.D.T. Water Dispersible Powder Concentrates (<i>Revised</i>).
2	CM/L-30 11-7-1957	16-7-64	15-7-67	The India Cements Limited, Sankarnagar, Talaiyuthu, District Tirunelveli.	Ordinary and Rapid-Hardening Portland Cement.	IS : 269-1958 Specification for Ordinary, Rapid Hardening & Low Heat Portland Cement (<i>Revised</i>).
3	CM/L-135 15-7-1959.	1-8-64	31-7-65	M/s. Sarda Plywood Industries (P) Ltd., Jepore Road, P.O. Jeypore, Assam.	Tea-Chest Plywood Panels.	IS : 10-1953 Specification for Plywood Tea-Chests (<i>Revised</i>)
4	CM/L-169 22-2-1960.	15-7-64	14-7-65	M/s. Mysore Insecticides Co. Pvt. Ltd., 31-A, North Beach Road, Madras.	BHC Dusting Powder.	IS : 562-1962 Specification for BHC Dusting Powders (<i>Second Revision</i>).
	CM/L-205 20-7-1960.	1-8-64	31-7-65	M/s. Kaira District Co-operative Milk Producers' Union Ltd., Anand (W.R.) Kaira District, Gujarat State.	Milk Powder (Whole and Skim).	IS : 1165-1957 Specification for Milk Powder (Whole and Skim).

(1)	(2)	(3)	(4)	(5)	(6)	(7)
6	CM/L-207 20-7-1960.	1-8-64	31-7-65	The Renown Biscuit Co., Connaught Road, Near Victoria Garden, Bombay-27.	Biscuits (Excluding Wafer Biscuits) of the following varieties: Golf, Royal Assorted, Flower, Gem, Custard, Cream, Shrewbary, R.B.C., Glucose, Digestive, Nice, Zoological, Patit Beurre, Marie, Chand Tara, Thin Arrowroot, Saltine, Khara, Cheese Flake, Saltine (Square), Baby Arrowroot, Cream Cracker, Kindergarten and Mango Cream.	IS : 1011-1957 Specification for Biscuits (Excluding Wafer Biscuits).
7	CM/L-323 18-7-1961.	1-8-64	31-7-65	The Metal Box Co. of India Ltd., Elaiya Mudali Street, Tondiyarpur, Madras-21.	18-Litre Square Tins.	IS : 916-1958 Specification for 18-Litre Square Tins.
8	CM/L-326 26-7-1961.	1-8-64	31-7-65	M/s. Tata-Fison Ltd., 20, Howrah Road, Salkia, Howrah (West Bengal).	BHC Emulsifiable Concentrates.	IS : 632-1958 Specification for BHC Emulsifiable Concentrates (<i>Revised</i>).
9	CM/L-327 31-7-1961.	1-8-64	31-7-65	M/s. Indian Plywood Company, 33, S.K. Dey Road, Pathipookar, (Dum Dum), Calcutta-28.	Tea-Chest Plywood Panels.	IS : 10-1953 Specification for Plywood Tea-Chests (<i>Revised</i>).
10	CM/L-428 30-6-1962.	15-7-64	14-7-65	M/s. Swastik Rubber Products Ltd., Behind Kirkee Railway Station, Kirkee, Poona-3.	PVC Cables only of 250 and 650 Volts Grade with Copper or Aluminium Conductors.	IS : 604-1960 Specification for PVC Cables and Cords for Electric Power and Lighting for Working Voltages up to and Including 650 Volts to Earth (<i>Tentative, Amended</i>).
11	CM/L-429 30-6-1962.	15-7-64	14-7-65	The Hindusthan Mineral Products Co. Pvt. Ltd., Flat No. 27, Manganese Depot, Sewri, Bombay-15, having their Registered Office at 111, Industrial Area, Sion, Bombay-22.	BHC Water Dispersible Powder Concentrates.	IS : 562-1962 Specification for BHC Water Dispersible Powder Concentrates (<i>Second Revision</i>).

12	CM/L-430 12-7-1962.	1-8-64	31-7-65	The Indian Iron and Steel Co. Ltd., Burnpur Works, P.O. Burnpur, District Burdwan, West Bengal, having their Registered office at 12 Mission Row, Calcutta-1.	Structural Steel (Standard Quality).	IS : 226-1962 Specification for Structural Steel (Standard Quality) (<i>Third Revision</i>).
13	CM/L-431 18-7-1962.	1-8-64	31-7-65	M/s. Indian Oxygen Ltd., Electrodes Factory, Barrackpore, Trunk Road, Khardah, 24 Parganas, having their Regd. Office at 48/1, Diamond Harbour Road, Calcutta-27.	Covered Electrodes for Metal Arc Welding of Mild Steel of Normal Penetration Type of the following varieties : (a) Ferrospeed. (b) Vortic (c) Radian (d) Zodian (I.T.) (e) Vordian (f) Pressure Vessel. (g) Ferron No. 5.	IS : 814-1963 Specification for Covered Electrodes for Metal Arc Welding of Mild Steel (<i>Revised</i>).
14	CM/L-432 18-7-1962	1-8-64	31-7-65	M/s. Victor Cables Corporation, 802, Joshi Road, Karol Bagh, New Delhi, having their Office at Sadar Bazar, Delhi.	PVC Cables of 250 and 650 Volts Grade with Copper and Aluminium Conductors; PVC Insulated Flexible Cords 250 Volts Grade.	IS : 694-1960 Specification for PVC Cables and Cords for Electric Power and Lighting for Working Voltages up to and Including 650 Volts to Earth. (<i>Tentative, Amended</i>).
15	CM/L-476 29-11-1962.	16-7-64	15-7-65	M/s. Racmann Koshatkinn (Regd.), 53, Industrial Area, Najafgarh Road, New Delhi-15.	Spring Leaf for Automobile Suspension.	IS : 1135-1957 Specification for General Requirements for Leaf Springs for Automobile Suspension.
16	CM/L-549 21-6-1963.	15-7-64	14-7-65	M/s. Diamond Rubber Works Private Limited, Station Road, Bhandup, Bombay-78 having their Registered Office at 276 Nagdevi Street, Bombay-3.	(i) Water Delivery Hose (ii) Air Hose for Pneumatic Tools.	IS : 444-1953 Specification for Water Delivery Hose. IS : 446-1953 Specification for Air Hose for Pneumatic Tools.
17	CM/L-550 25-6-1963.	15-7-64	14-7-65	M/s. Janta Tin Works, 618/1, Faithful Ganj, Kanpur.	18-Litre Square Tins	IS : 916-1958 Specification for 18-Litre Square Tins.
18	CM/L-551 25-6-1963.	15-7-64	14-7-65	M/s. Chami-Mineral Mills, Chakravarti Ashoka Road, Industrial Estate, Kandivli (East), Bombay-67 having their Head Office at 7A Dean Lane, Fort, Bombay-1.	BHC Dusting Powders	IS : 561-1962 Specification for BHC Dusting Powders (<i>Second Revision</i>).

1	2	3	4	5	6	7
19	CM/L-552, 25-6-1963.	15-7-64	14-7-65	M/s. Bharat Pulverising Mills Pvt. Ltd., 38-A, Sayani Road, Bombay-28.	BHC Emulsifiable Concentrates	IS: 632-1958 Specification for BHC Emulsifiable Concentrat- es (<i>Revised</i>).
20	CM/L-553, 25-6-1963.	15-7-64	14-7-65	M/s. Mahendra Electricals Ltd., Kamla, Mission Road, Nadiad (Gujarat State).	PVC Cables of 250 and 650 Volts Grade with Copper or Aluminium Conductors; PVC Insulated Flexible Cords 250 Volts Grade with Copper Con- ductors only.	IS : 694-1960 Specification for PVC Cables and Cords for Electric Power and Lighting for Working Voltages up to and Including 650 Volts to Earth. (<i>Tentative, Amended</i>).
21	CM/L-554, 26-6-1963.	15-7-64	14-7-65	M/s. Annapurna Pulverising Mills, Industrial Estate, Eluru, (W.G. Distt.) A.P.	BHC Dusting Powders.	IS : 561-1962 Specification for BHC Dusting Powders (<i>Sec- ond Revision</i>).
22	CM/L-555, 26-6-1963.	15-7-64	14-7-65	M/s. Indian Aluminium Cables Ltd., 12th Milestone, Delhi- Mathura Road, Tehsil Ballabh- garh having their Regd. Office at 6 Ratendone Road, New Delhi-11.	Hard-Drawn Stranded Alumi- nium and Steel Cored Alumi- nium Conductors for Overhead Power Transmission Purposes.	IS : 398-1961 Specification for Hard-Drawn Stranded Alumi- nium and Steel-Cored Alumi- nium Conductors for Overhead Power Transmission Purposes. (<i>Revised</i>).
23	CM/L-557, 2-7-1963.	3-7-64	2-7-65	M/s. Power Cables Private Ltd., Vithalwadi (Near Vithalwadi Railway Station) Post Box No. 4, Kalyan having their Office at 5-B Amar Building Sir P.M. Road, P.B.No. 1522, Bombay-1	Hard-Drawn Stranded Alumi- nium and Steel Cored Aluminium Conductors for Overhead Power Transmission Purposes.	IS : 398-1961 Specification for Hard-Drawn Stranded Alumi- nium and Steel-Cored Alumi- nium Conductors for Over- head Power Transmission Pur- poses (<i>Revised</i>).
24	CM/L-559, 10-7-1963.	1-8-64	31-7-65	The Indian Cable Co. Ltd., Golmuri, Tatanagar, S.E. Rly, having their Registered Office at 9 Hare Street, Calcutta-1.	PVC Cables of 250 and 650 Volts Grade.	IS : 694-1960 Specification for PVC Cables and Cords for Electric Power and Lighting for Working Voltages upto an Including 650 Volts 50 Earth (<i>Tentative, Amended</i>).

25	CM/L-561 11-7-1963.	1-8-64	31-7-65	M/s. Lloyd Bitumen Products, A5, A6 & A7, Bon Hooghly Industrial Estate, B.T. Road, Baranagar (West Bengal) hav- ing their Office at 4A Royd Street, Calcutta-16.	Bitumen Felts for Waterproofing and Damp-Proofing Type 3, Grades 1 & 2.	IS :1322-1959 Specification for Bitumen Felts for Waterproof- ing and Damp-Proofing.
26	CM/L-562 11-7-1963.	1-8-64	31-7-65	M/s. Annapurna Pulverising Mills, Industrial Estate, Eluru, W.G. District. (A.P.).	BHC Water Dispersible Powder Concentrates.	IS :562-1962 Specification for Water Dispersible Powder Concentrates (<i>Second Revision</i>).

[No. MD/33:16/A.]

A. N. GHOSH,

Joint Director.

(Department of Industry)

(Indian Standards Institution)

New Delhi, the 3rd September 1964

S.O. 4119—In pursuance of Sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964, the Indian Standards Institution hereby notifies that twenty-nine licences, particulars of which are given in the Schedule here to annexed, have been renewed.

THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity		Name and Address of the Licensee	Article(s) Covered by the Licence	Relevant Indian Standard
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	CM/L-136 3-8-1959	17-8-64	16-8-65	M/s Liberty Chemical Works, Nagardas Road, Mogra West, Andheri (East), Bombay	Sodium Thiosulphate, Photo-graphic Grade	IS: 246-1957 Specification for Sodium Thiosulphate (Revised)
2.	CM/L-137 3-8-1959	18-8-64	17-8-65	M/s Assam Railways & Trading Co. Ltd., Margherita P.O., Assam	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea-Chests (Revised)
3.	CM/L-200 15-6-1960	15-8-64	14-8-65	M/s Bharat Pulverising Mills Pvt. Ltd., 589 Thiruvottiyur High Road, Madras-19	DDT Dusting Powders	IS: 564-1961 Specification for DDT Dusting Powders (Revised)
4.	CM/L-202 15-6-1960	15-8-64	14-8-65	M/s Bharat Pulverising Mills Pvt. Ltd., 589 Thiruvottiyur High Road, Madras-19	BHC Dusting Powders	IS: 561-1962 Specification for BHC Dusting Powders (Second Revision)

5	CM/L-208 29-7-1960	15-8-64	14-8-65	M/s Bengal Chemical and Pharmaceutical Works Ltd., 6 Ganesh Chunder Avenue, Calcutta.	Naphthalene	IS:539-1955 Specification for Naphthalene.
6	CM/L-212 25-8-1960	1-9-64	31-8-65	M/s. Cassava (India), 21 Gour Laha Street, Calcutta.	Tea-Chest Metal Fittings .	IS:110-1953 Specification for Plywood Tea-Chests (<i>Revised</i>).
7	CM/L-213 25-8-1960	1-9-64	31-8-65	M/s Plywood Manufacturers' Co-operative Society Ltd., 11/3A, Canal Circular Road, Calcutta.	Tea-Chest Plywood Panels	IS:110-1953 Specification for Plywood Tea-Chests (<i>Revised</i>).
8	CM/L-330 7-8-1961	15-8-64	14-8-65	M/s Murarka Engineering Works, 28/37 Najafgarh Road, Industrial Area, New Delhi.	(i) Spring Leaf for Automobile Suspension. (ii) Leaf Spring for Automobile Suspension.	IS:1135-1957 Specification for General Requirements for Leaf Springs for Automobile Suspension.
9	CM/L-332 10-8-1961	15-8-64	14-8-65	M/s Tata-Fison Ltd., Union Bank Building, Dalal Street, Fort, Bombay.	Endrin Emulsifiable Concentrates.	IS:1310-1958 Specification for Endrin Emulsifiable Concentrates.
10	CM/L-333 24-8-1961	1-9-64	31-8-65	M/s Tata-Fison Ltd., Pandit Motilal Nehru Road, Jamuna Kinara, Agra.	DDT Dusting Powders .	IS:564-1961 Specification for DDT Dusting Powders (<i>Revised</i>).
11	CM/L-439 31-7-1962 31-7-1962	16-8-64	15-8-65	M/s Narhari Engg. Works, Compound of India Timber Trading Co., Sewri Cross Road, Bombay-15 having their Office at 480 Kalbadevi Road, Bombay-2.	Small AC and Universal Electric Motors with Class 'A' Insulation.	IS:996-1959 Specification for Small AC and Universal Electric Motors with Class 'A' Insulation.
12	CM/L-440 31-7-1964	16-8-64	15-8-65	M/s Mysore Insecticides Co., Pvt. Ltd., 18 Vaidyanatha Mudali Street, Tondiarpet, Madras-21 having their Office at 31-A North Beach Road, Madras-1.	Endrin Emulsifiable Concentrates	IS:1310-1958 Specification for Endrin Emulsifiable Concentrates.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
13.	CM/L-441 31-7-1962	16-8-64	15-8-65	M/s Engineering Products Ltd., Jogeshwari Estate, Ghodbunder Road, Jogeshwari, Bombay-60.	Three-Phase Induction Motors Up to 10 HP.	IS: 325-1961 Specification for Three-Phase Induction Motors (Second Revision).
14.	CM/L-442 20-8-1962	1-9-64	31-8-65	M/s Kamani Metals & Alloys Ltd., Agra Road, Kurla, Bombay-70.	Hot Rolled Brass Sheets and Strips, Grade Bs 60A, for the manufacture of Utensils.	IS: 422-1959 Specification for Brass Sheet and Strip for the Manufacture of Utensils.
15.	CM/L-443 20-8-1962	1-9-64	31-8-65	M/s Kamani Metals & Alloys Ltd., Agra Road, Kurla, Bombay-70.	Hot Rolled Copper Sheets and Strips, Grade 1, for the Manu- facture of Utensils and for the General Purposes.	IS: 1550-1960 Specification for Copper Sheet and Strip for the Manufacture of Utensils and for the General Purposes.
16.	CM/L-444 20-8-1962	1-9-64	31-8-65	M/s Hindustan Steel Ltd., Rourkela Steel Project, Rour- kela (Orissa) having their Office at P.O. Hinoo, Ranchi.	Structural Steel (Standard Quality).	IS: 226-1962 Specification for Structural Steel (Standard Quality) (Third Revision).
17.	CM/L-445 20-8-1962	1-9-64	31-8-65	M/s Hindustan Steel Ltd., Rourkela Steel Project, Rour- kela (Orissa) having their Office at P.O. Hinoo, Ranchi.	Structural Steel (High Tensile)	IS: 961-1962 Specification for Structural Steel (High Tensile). (Revised).
18.	CM/L-446 20-8-1962	1-9-64	31-8-65	M/s Hindustan Steel Ltd., Rour- kela Steel Project, Rourkela (Orissa) having their Office at P.O. Hinoo, Ranchi.	Cold Rolled Carbon Steel Sheets	IS: 513-1963 Specification for Cold Rolled Carbon Steel Sheets (Revised).
19.	CM/L-447 20-8-1962	1-9-64	31-8-65	M/s Hindustan Steel Ltd., Rour- kela Steel Project, Rourkela (Orissa) having their Office at P.O. Hinoo, Ranchi.	Hot Rolled Carbon Steel Sheet and Strip.	IS: 1079-1963 Specification for Hot Rolled Carbon Steel Sheet and Strip (Revised).
20.	CM/L-448 24-8-1962	1-9-64	31-8-65	M/s Bharat Plywood & Timber Products P. Ltd., Cannanore, North Malabar (Factory at Ballapattam).	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea-Chests (Revised).

21	CM/L-449 24-8-1962	1-9-64	31-8-65	M/s. Victor Cables Corporation, 802, Joshi Road, Karol Bagh, New Delhi having their Office at Sadar Bazar, Delhi.	Vulcanized Rubber-Insulated (VIR) Cables, TRS (Tough Rubber Sheathed) 250 Volts grade, taped/Untaped, Braided and Compounded 250 and 660 Volts Grade, Weatherproof Cables of 250 and 660 Volts Grade with Copper and Aluminium Conductors; Vulcanized Rubber-Insulated (VIR) Flexible Cords, Twin Twisted and Braided, 250 Volts Grade, with Copper Conductors only.	IS: 434-1953 Specification for Rubber-Insulated Cables and Flexible Cords for Electric Power and Lighting (For Working Voltages Up to and Including 11 kV) (Tentative).
22	CM/L-560 18-7-1963	15-8-64	14-8-65	The Electric Co. of India Pvt. Ltd. 49, Parsi Panchayat Road, Andheri East, Bombay-58.	Metal Clad Switches, Capacity 15 and 30 Amperes, 250 Volts.	IS: 1567-1960 Specification for Metal Clad Switches (Current Rating Not Exceeding 100 Amperes).
23	CM/L-563 18-7-1963	15-8-64	14-8-65	M/s. Bharat Pulverising Mills Pvt. Ltd., Chokala, Andheri-Kurla Road, Bombay-69 having their Office at 38-A Sayani Road, Bombay-28.	Parathion Emulsifiable Concentrates.	IS: 2129-1962 Specification for Parathion Emulsifiable Concentrates.
24	CM/L-565 25-7-1963	15-8-64	14-8-65	M/s. Devidayal Stainless Steel Industries Private Ltd., P.B. No. 6224, Reay Road, Darukhana, Bombay-10.	Wrought Aluminium Utensils, Grade SIC.	IS: 21-1959 Specification for Wrought Aluminium and Aluminium Alloy for Utensils (Second Revision).
25	CM/L-566 26-7-1963	1-9-64	31-8-65	M/s. Ideal Electrical Industries, Vishwasnagar, Delhi-Shahdara.	Metal Clad Switches 15 Amps, 250 Volts only.	IS: 1567-1960 Specification for Metal Clad Switches (Current Rating - Not Exceeding 100 Amperes).
26	CM/L-567, 26-7-1963	1-9-64	31-8-65	M/s. Vansal & Vansal, 105/696 Kalpi Road, Kanpur.	Fractional Horse Power Electric Motor 1/40 HP Only.	IS: 996-1959 Specification for Small AC and Universal Electric Motors with Class 'A' Insulation.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
27	CM/L-568, 8-8-1953	1-9-64	31-8-65	M/s. Tata-Fison Ltd., Pandit Motilal Nehru Road, Jamuna Kinara, Agra.	Copper Oxychloride Water Dispersible Powder Concentrates.	IS: 1507-1959 Specification for Copper Oxychloride Water Dispersible Powder Concentrates.
28	CM/L-569, 8-8-1963	1-9-64	31-8-65	M/s. Tata-Fison Ltd., Pandit Motilal Nehru Road, Jamuna Kinara, Agra.	Endrin Emulsifiable Concentrates.	IS: 1310-1958 Specification for Endrin Emulsifiable Concentrates.
29	CM/L-574, 29-8-1963	1-9-64	31-8-65	M/s. Padma Ltd., P.O. Olivacherra, Distt. Cachar, Assam.	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea-Chests (Revised).

[No. MD/33 : 16/A]

S. K. SEN,

Deputy Director (Marks).

(Department of Industry)
(Indian Standards Institution)

New Delhi, the 23rd November 1964

S. O. 4120.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961, 1962 and 1964 the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which are given in the Schedule hereto annexed, have been established during the period 12 November to 22 November 1964.

THE SCHEDULE

Sl. No.	No. and Title of the Indian Standard Established	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief Particulars
1	2	3	4
1	IS : 1-1964 Specification for The National Flag of India (Cotton Khadi). (Revised).	IS : 1-1951 Specification for the National Flag of India (Cotton Khadi).	This standard prescribes the design, constructional details and other particulars of the national flag of India (cotton khadi) made of handspun and hand-woven cotton khadi bunting (Price Rs. 3.50).
2	IS : 230-1964 Specification for Normal Butyl Acetate. (Revised).	IS : 230-1957 Specification for Butyl Acetate.	This standard prescribes the requirements and the methods of test for normal butyl acetate (n-butyl acetate) (Price Re. 1.00).
3	IS : 321-1964 Specification for Absolute Alcohol. (Revised).	IS : 321-1952 Specification for Ethyl Alcohol (Absolute Alcohol).	This standard prescribes the requirements and the methods of sampling and test for absolute alcohol. The material is intended for use as a raw material, reagent and solvent in the chemical and pharmaceutical industries and for the production of power alcohol for which purpose it is partially or completely denatured. (Price Rs. 3.00).
4	IS : 358-1964 Specification for Benzole, Industrial. (Revised).	IS : 358-1953 Specification for Benzole, Industrial, Grade 2.	This standard prescribed the requirements and the methods of sampling and test for the material commercially known as Benzole, Industrial. The material is used as an industrial solvent and specially as a thinner and solvent for paints. (Price Rs. 4.50).
5	IS : 360-1964 Specification for Amyl Alcohol. (Revised).	IS : 360-1953 Specification for Amyl Alcohol Industrial Solvent Grade.	This standard prescribes the requirements and the methods of test for Amyl alcohol. (Price Rs. 3.50).
6	IS : 415-1963 Specification for Shuttlecocks. (Revised).	IS 415-1953 Specification for Shuttlecocks. (Tentative).	This standard covers the requirements for two grades of shuttlecocks used in playing badminton. (Price Rs. 2.00).

1	2	3	4
7	IS : 569-1964 Method for Determination of Breaking Load (Strength) of Jute Yarn. (<i>Revised</i>).	IS : 569-1954 Method for Determination of Breaking Load (Strength) of Jute Yarn.	This standard prescribes a method for determination of breaking load (strength) of jute yarn by constant-rate-of-traverse machine using a single strand of yarn as the test specimen. The method is applicable to single, plied or cabled yarn. (Price Re. 1.00).
8	IS : 586-1964 Specification for Leclanche Type Dry Batteries for Telecommunication, a signalling and General Purposes. (<i>Second Revision</i>).	IS : 586-1959 Specification for Leclanche Type Dry Batteries for Telecommunication, Signalling and General Purposes. (<i>Revised</i>).	This standard prescribes the dimensions, tests and performance requirements of Leclanche type dry batteries of a nominal voltage of 1.5 V and intended to be used for telecommunication signalling and general purposes under climatic conditions prevailing in India (Price Rs. 2.50).
9	IS : 656-1964 Specification for Logs for Plywood. (<i>Revised</i>).	IS : 656-1955 Specification for Logs for Plywood.	This standard lays down minimum requirements for logs for use in the manufacture of tea-chest, commercial aircraft, marine and decorative plywoods. (Price Rs. 1.50).
10	IS : 661-1964 Code of Practice for Insulation and Safe Operation of Cold Storages (<i>Revised</i>).	IS : 661-1955 Code of Practice for Insulation and Safe Operation of Cold Storages.	This code covers requirements for the construction and safe operation of cold storages with special reference to insulating and finishing the structures of permanent construction, such as brick, steel, concrete, etc. and also safety of workers operating cold storage rooms (Price Rs. 2.00).
11	IS : 994-1964 Specification for Butter Knives and Fish Knives. (<i>Revised</i>).	IS : 994-1957 Specification for Fish Knives and Butter Knives.	This standard covers the requirements for the following types of Knives : (a) Butter knives, and (b) Fish knives of stainless steel or nickel silver with : (1) stainless steel or nickel silver solid handle forged with blade, or (2) stainless steel or nickel silver hollow handle, or (3) plastics handle (Price Rs. 2.00).
12	IS : 995-1964 Specification for Table Knives, Dessert Knives and Fruit Knives. (<i>Revised</i>).	IS : 995-1957 Specification for Table Knives, Dessert Knives and Fruit Knives.	This standard covers the requirements for table knives, dessert knives and fruit knives, made of stainless steel with: (a) stainless steel solid handle forged with blade, or

1	2	3	4
			(b) stainless steel or nickel silver hollow handle, or (c) plastics handle (Price Rs. 2.50).
13	IS : 1021-1964 Specification for Caustic Soda, Pure (Revised).	IS : 1021-1956 Specification for Caustic Soda, Pure.	This standard prescribes the requirements and the methods of sampling and test for caustic soda, pure. The material is largely used in rayon and cosmetic industry (Price Rs. 4.50).
14	IS : 1148-1964 Specification for Rivet Bars For Structural Purposes (Revised).	IS : 1148-1957 Specification for Rivet Bars for Structural Purposes.	This standard covers the requirements for rivet bars for structural purposes. For the purpose of this standard, rivet bars shall include hard-drawn Steel wire of 3 to 12 mm diameter (Price Rs. 1.50).
15	IS : 1149-1964 Specification for High Tensile Rivet Bars for Structural Purposes (Revised).	IS : 1149-1957 Specification for High Tensile Rivet Bars for Structural Purposes.	This standard covers the requirements for high tensile steel rivet bars, designated as HTR (Price Rs. 1.50)
16	IS : 2039-1964 Specification for Steel Tubes for Bicycle and Allied Purposes	..	This standard covers the requirements of the following types of steel tubes for use in bicycles and for allied purposes : Cold Drawn Seamless, CDC Electric Resistance Butt-Welded, ERW, Cold Drawn Electric Resistance, Butt-Welded, CEW (Price Rs. 2.00).
17	IS : 2302-1962 Tables for Alcoholometry.	..	This standard covers two tables namely, Table I and Table II, intended for use in obtaining volumetric content of ethanol at 15°C in an ethanol-water mixture at 1°C by the centesimal hydrometers. Table I contains temperature correction data where Table II includes data at 15°C for specific gravity in vacuum, density in vacuum, density in air and volume in litres corresponding to 100 kg. (in air) of liquid. (Price Rs. 15.00).
18	IS : 2340-1964 Dimensions for Self-Release 7/24 Tapers for Arbors and Spindle Noses for Milling Machines.	..	This standard specifies the dimensions for internal and external self-release 7/24 tapers for milling machine arbors and spindle noses. It also specifies the dimensions for tenons, tenon

I	2	3	4
			slots and internal detail for spindle noses, used for transmitting the driving torque. (Price Rs. 2.00).
19	IS : 2379-1963 Colour Code for the Identification of Pipelines.	..	This standard prescribes the colour scheme for the identification of the contents of pipelines carrying fluids in domestic and public buildings, and industrial installation. (Price Rs. 2.50).
20	IS : 2479-1963 Colour Code for the Identification of Aluminium and Aluminium Alloys for General Engineering Purposes.	..	This standard prescribes a scheme of colour coding for identification of aluminium and aluminium alloys for general engineering purposes on the basis of chemical composition and temper condition. (Price Rs. 2.00)
21	IS : 2518-1964 Code for Seaworthy Packaging of Wool Hosiery Yarn and Goods.	..	This code prescribes the method of packaging of wool hosiery yarn and goods intended for overseas markets. This code applies to hosiery yarn used for hand knitting also. (Price Rs. 2.00).
22	IS : 2552-1963 Glossary of Classification Terms.	..	This standard covers definitions of technical terms current in the field of library classification. (Price Rs. 10.00).
23	IS : 2585-1964 Specification for Black Square Head Bolts (M6 to M39) with Square Nuts and Black Square Head Screws (M6 to M24).	..	This standard covers the requirements of black square head bolts (diameter 6 to 39 mm) with square nuts and black square head screws (diameter 6 to 24mm) (Price Rs. 2.00).
24	IS : 2593-1964 Specification for Flexible Cables for Miners' Cap-Lamps.	..	This standard covers dimensional and performance requirements and methods of tests for insulated flexible cables for miners' safety electric cap-lamps. (Price Rs. 3.00).
25	IS : 2599-1963 Methods of Spectrographic Analysis of High Purity Zinc and Zinc Base Alloys for Die Casting.	..	This standard recommends spectrographic methods for quantitative determination of aluminium, copper, magnesium, iron, lead, cadmium and tin in the ranges as specified in IS : 713-1955 Specification for High Purity Zinc and Zinc Base Alloy Ingots for Die Casting. (Price Rs. 4.50).

1	2	3	4
26	IS : 2609-1964 Specification for Coach Bolts (M6 to M24)	..	This standard specifies requirements for cup head square neck coach bolts and countersunk head square neck coach bolts in the diameter range 6 to 24 mm. (Price Rs. 2'00).
27	IS : 2632-1964 Specification for Crotonaldehyde	..	This standard prescribes the requirements and the methods of test for Crotonaldehyde suitable for use as a denaturant for industrial alcohol. (Price Rs. 2'50).
28	IS : 2658-1964 Method for Tensile Testing of Aluminium and Aluminium Alloy Wire	..	This standard prescribes the method of conducting tensile test on aluminium and aluminium alloy wire. (Price Rs. 2'00).
29	IS : 2685-1964 Code of Practice for Selection, Installation and Maintenance of Sluice Valves	..	This code covers the selection, installation and maintenance of sluice valves conforming to IS: 780-1963 Specification for Sluice Valves for Water Works Purposes (Inside Screw Non-rising Spindle Type) (Revised) (Price Re. 1'00).
30	IS : 2721-1964 Specification for Galvanized Steel Wire Chain Link Fences	..	This standard covers the requirements for chain link fences intended for various purposes. (Price Re. 1'00).
31	IS : 2722-1964 Specification for Portable Swing Weighbatchers for Concrete (Single and Double Bucket Type)	..	This standard lays down requirements regarding materials, design, construction, capacity and performance of single and double bucket swing weighbatchers. (Price Rs. 1'50).
32	IS : 2731-1964 Methods of Measurements on Receivers for Frequency Modulation Broadcast Transmissions	..	The methods of measurements laid down in this standard apply to radio receivers designed for loudspeaker reception of frequency modulation broadcast transmissions in the frequency range of 87.5 to 108 Mc/s. This standard covers both mains-operated and battery-operated receivers. (Price Rs. 7'00).
33	IS : 2733-1964 Code of Practice for Sheep and Goats Housing	..	This code prescribes the general layout of the yard and the methods of construction of the houses for sheep kept for wool and meat production and the goats kept for meat and milk production. (Price Rs. 2'50).

1	2	3	4
34	IS : 2735-1964 Specification for Seeds of Tomato	..	This standard prescribes the requirements for seeds of tomato (<i>Lycopersicon esculentum</i> Mill). (Price Rs. 1.50)
35	IS : 2748-1964 Methods of Measurements on Microphones	..	This standard prescribes the methods of measurements for determining the basic performance characteristics of microphones under free-field conditions. (Price Rs. 3.50)
36	IS : 2753 (Part I)—1964 Methods for Estimation of Preservatives in Treated Timber and in Treating Solutions Part I Determination of Copper Arsenic, Chromium, Zinc, Boron, Creosote and Fuel Oil	..	This standard (Part I) lays down methods for the quantitative and qualitative estimation of the following in treated timber and in treating solutions: (a) Copper, arsenic and chromium in timber treated with copper-chrome-arsenic or copper chrome preservatives ; (b) Chromium and zinc in timber treated with chromated zinc chloride ; (c) Boron ; and (d) Creosote and fuel oil in timber treated with creosote-fuel-oil mixtures. (Price Rs. 3.00)
37	IS : 2754-1964 General Requirements for Optical Instruments	..	This standard prescribes the general requirements and methods of test for optical instruments such as telescopes, microscopes, still cameras and still projectors. For requirements of any particular instrument, reference should be made to the relevant specification for that instrument (Price Rs. 5.00)
38	IS : 2764—1964 Specification for Potassium Sulphate, Fertilizer Grade	..	This standard prescribes the requirements and the methods of sampling and test for potassium sulphate, fertilizer grade. (Price Rs. 2.50).
39	IS : 2765—1964 Specification for Radiator Hose	..	This standard prescribes the requirements and the methods of tests for radiator hoses use in motor cars and trucks (Price Rs. 2.50)
40	IS : 2769—1964 Sizes for Squares and Square Holes for General Engineering Purposes	..	This standard specifies the dimensions and tolerances for squares and square holes for handwheels, spindles and such other general engineering uses. (Price Rs. 1.00).
41	IS : 2773—1964 Specification for Cauliflower	..	This standard prescribes the requirements for cauliflower, <i>Brassica oleracea</i> L. var. botrytis L. (Price Rs. 1.50)

(1)	(2)	(3)	(4)
42	IS : 2774—1964 Specification for Cabbage.	..	This standard prescribes the requirements for cabbage, <i>Brassica oleracea</i> L. var. <i>capitata</i> L. (Price Rs. 1.50)
43	IS : 2775—1964 Specification for Carrots	..	This standard prescribes the requirements for carrots, <i>Daucus carota</i> L. (Price Rs. 1.50)
44	IS : 2776—1964 Specification for Brinjals (Egg Plant)	..	This standard prescribes the requirements for brinjals (egg plant), <i>Solanum melongena</i> L. (Price Re. 1.00)
45	IS : 2777—1964 Specification for Peas-in-Pods	..	This standard prescribes the requirements for peas-in-pods, <i>Pisum sativum</i> subsp. <i>hortense</i> Asch and Gracbn. (Price Rs. 1.50)
46	IS : 2779—1964 Specification for Potassium Chloride (Muriate of Potash), Fertilizer Grade.	..	This standard prescribes the requirements and the methods of sampling and test for potassium chloride (muriate of potash), fertilizer grade (Price Rs. 2.00)
47	IS : 2780—1964 Specification for Sodium Bromide, Pure	..	This standard prescribes the requirements and the methods of test for sodium bromide, pure. The material is used in the chemical industry and the laboratory for the preparation of bromides and in medicine. (Price Rs. 2.50).
48	IS : 2781—1964 Glossary of Terms Relating to Ceramicware.	..	This standard covers the terms and definitions relating to ceramicwares. (Price Rs. 1.50)
49	IS : 2782—1964 Specification for Primary Nickel.	..	This standard covers minimum requirements for two grades of primary nickel commonly used for nickel anodes and in the ferrous and non-ferrous industry. (Price Rs. 1.50)
50	IS : 2784—1964 Specification for Shuttles for Automatic Cop Changing Jute Looms.	..	This standard prescribes the requirements of shuttles for use in automatic cop changing jute looms. Shuttles conforming to this standard are suitable for use with full cops of the following sizes 254 × 38 mm 273 × 44 mm 254 × 41 mm 280 × 41 mm 273 × 41 mm (Price Rs. 1.50)
51	IS : 2785—1964 Specification for Hard Cheese, Processed Cheese and Processed Cheese Spread.	..	This standard prescribes the requirements and the methods of test for hard cheese, processed cheese, and processed cheese spread. (Price Rs. 4.00)

(1)	(2)	(3)	(4)
52	IS : 2789—1964 Specification for Special Proofed Paulins (Tarpaulins).	..	This standard prescribes the requirements and the methods of sampling and test for special proofed paulins (tarpaulins) (Price Rs. 3.50)
53	IS : 2790—1964 Specification for 14, 12 and 9 Carat Gold.	..	This standard covers the requirements of 14, 12 and 9 carat gold in the form of ingot, bar, plate, sheet, rod, wire, granules and token ('LAGDI' or 'MOHUR'). (Price Rs. 1.00).
54	IS : 2794—1964 Specification for Truing Tools, Single Diamond	..	This standard specifies the dimensions and tolerances for single diamond truing tools for grinding wheels and weight ranges of single diamonds to be used with each size. (Price Rs. 2.50).
55	IS : 2796—1964 Specification for Motor Gasoline, 83 Octane.	..	This standard prescribes the requirements and the methods of test for motor gasoline, 83 octane, suitable for use as a fuel in automobile spark ignition internal combustion engines. (Price Rs. 1.00).
56	IS : 2797—1964 Specification for Potassium Bromide.	..	This standard prescribes the requirements and the methods of sampling and test for potassium bromide. (Price Rs. 3.50)
57	IS : 2803—1964 Specification for Capillary Pipette for Direct Microscopic Count of Milk.	..	This standard prescribes the requirements and the methods of test for one-mark cylindrical capillary delivery pipette used in estimating direct microscopic count of milk. (Price Rs. 1.50)
58	IS : 2814—1964 Method for sampling of Cereals and Pulses.	..	This standard prescribes the methods for sampling of cereals and pulses other than Bengal gram, maize, beans and peas. (Price Rs. 2.00).
59	IS : 2815—1964 Specification for Slotted Tube Sampler.	..	This standard prescribes the requirements of slotted tube sampler of two sizes, suitable for sampling of bulk and bagged grains. (Price Rs. 1.50)
60	IS : 2816—1964 Specification for Grain Sampler (Parkhi Type)	..	This standard prescribes the requirements of the grain sampler (PARKHI type). (Price Rs. 1.00)

Copies of these Indian Standards are available for sale, with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-1, and also its branch offices at (i) 222 Dr. Dadabhoy Naoroji Road, Bombay-1, (ii) Third Floor, 11 Sooterkin Street, Calcutta-12, (iii) 2nd Floor, Sathyamurthy Bhavan, 54 General Patters Road, Madras-2 and (iv) 14/69 Civil Lines, Kar pur.

New Delhi, the 24th November 1964

S.O. 4121.—In licence No. CM/L-207, dated 20th July, 1960, held by the Renown Biscuit Co., Bombay, the details of which were published under S.O. 1841 in the Gazette of India, Part II, Sub-section 2(ii) dated 30 May, 1964, a new variety, namely, Orange Cream, has been added w.e.f. 21 November, 1964.

[No. MD/12:417.]

New Delhi, the 25th November 1964

S.O. 4122.—The articles covered in licences No. CM/L-718 and CM/L-719 held by M/s. Seth Munnalal Steel Rolling Mills, Delhi; the details of which are given in the Notification published under S.O. 2590 in the Gazette of India, Part II, Section 3(ii), dated 1st August 1964, have been revised as under with effect from 25th November 1964.

Licence No.	Revised Article covered by the licence
CM/L-718	Structural Steel (Standard Quality), M.S. Bars 25 mm dia. and other Sections of equivalent area only.
CM/L-719	Structural Steel (Ordinary Quality), M.S. Bars 25 mm dia. and other Sections of equivalent area only.

[No. MD/12:1464-A.]

D. V. KARMAKAR,
Joint Director (Marks).

MINISTRY OF STEEL & MINES

(Department of Mines and Metals)

New Delhi, the 24th November 1964

S.O. 4123.—Whereas by the notification of the Government of India, in the late Ministry of Steel, Mines and Heavy Engineering (Department of Mines and Metals) S.O. No. 933 dated the 9th March, 1964, under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule appended to that notification.

And whereas the Central Government after considering the competent authority's report and after consulting the Government of Bihar is satisfied that the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the land measuring 25.90 acres or 10.49 hectares described in the said Schedule and reproduced in the Schedule below should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 25.90 acres or 10.49 hectares described in the Schedule below are hereby acquired

The plan of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Hazaribagh (Bihar) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the National Coal Development Corporation Ltd. (Revenue Section) Darbhanga House, Ranchi.

SCHEDULE

CHORDHARA (EXTENSION)
(South Karanpura Coalfield)Drg. No. Rev/57/64
Dated the 25th June 1964.(Showing lands where
rights to mine, quarry,
bore, dig & search for,
win, work and carry away
minerals acquired.)

Mining Rights

S. No.	Village	Thana	Thana No.	District	Area	Remarks
1.	Chordhara	Ramgarh	55	Hazaribagh	Part	
Total area : 25.90 acres (approximately) OR 10.49 hectares (approximately.)						

Plot Nos. acquired in village Chordhara:

134(P), 144(P), 191(P), 195, 202 to 215, 216(P), 217(P), 219(P), 220, 221, 222(P), 224(P), 236(P), 237, 238, 239(P), 240(P), 241 to 249, 252(P), 253(P), 254, 255, 256, 257, 260(P), 261(P), 262, 263, 264, 265(P), 266(P), 267(P), 270(P), 271(P), 272(P), 274(P), 296 to 301, 302(P), 303(P) and 305.

Boundary Description:

- A-B line passes along the part western boundary of plot No. 144 in village Chordhara and meets at point 'B' (which is also the part common boundary of mining right area of Chordhara Block acquired U/S 9(1) of the Coal Act).
- B-C line passes through plot Nos. 144, 134, 224, 217, 216, 219, 222, 240, 239, 236, 252, 253, 261, 266, 265, 267, 265, 271, 272, 270, 302 and 303 in village Chordhara and meets at point 'C'.
- C-D line passes along the part right bank of river Damodar and meets at point 'D'.
- D-E-F-G-H-A lines pass through plot No. 303, along the Southern boundary of plot No. 295, through plot No. 274, along southern boundary of plot Nos. 273, 276, part Eastern and part southern boundary of plot No. 259, through plot No. 260, along northern boundary of plot Nos. 257, 256, 252, 249, 248, 247, along western boundary of plot No. 247, eastern and southern boundary of plot No. 196, western boundary of plot No. 195, southern boundary of plot Nos. 194, 193, 192, through and along the western boundary of plot No. 191 (Road), along southern boundary of plot Nos. 135, 141, through plot No. 144 in village Chordhara and meets at point 'A' (which is also the part common boundary of Mining Rights area of Chordhara Block acquired U/S 9(1) of the Coal Act).

[No. C2-20(15)/63.]

S.O. 4124.—Whereas by the notification of the Government of India, in the late Ministry of Mines and Fuel S.O. No. 2072 dated the 29th June, 1962, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government gave notice of its intention prospect for coal in the lands in the locality specified in the schedule appended to that notification.

And whereas by the notification of the Government of India in the Ministry of Steel and Mines (Department of Mines and Metals) S.O. No. 2208 dated the 20th June, 1964 under sub-section (1) of section 7 of the said Act, notice was issued specifying further period of one year commencing from the 29th September 1964 as the period within which the Central Government may give notice of its intention to acquire the said land or any rights in or over such lands.

And whereas the Central Government is satisfied that the coal is obtainable in the whole or any part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands measuring 50.00 acres or 20.25 hectares (approximately) described in the schedule appended hereto.

The plan of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Hazaribagh (Bihar) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the National Coal Development Corporation Ltd. (Revenue Section) Darbhanga House, Ranchi.

Any person interested in the aforesaid lands, may within 30 days of the issue of this notification, file objection to the acquisition of the whole or any part of the lands or of any rights in or over such lands to the Coal Controller, 1, Council House Street, Calcutta.

Drawing No. Rev/49/64.

Dated 13-6-1964.

(showing lands to be acquired).

SCHEDULE

BLOCK IV—BOKARO COALFIELD

All Rights.

S. No.	Name of the Village	Thana	Thana No.	District	Area in acres	Remarks
1.	Baidkaro	Nawadih	20	Hazaribagh		Part
2.	Kargali	Nawadih	66	Hazaribagh		Part
3.	Phusro	Nawadih	67	Hazaribagh		Part

Total area : 50.00 Acres
OR 20.25 Hectares (Approximately)

Plot number to be acquired in Village Baidkaro 1269(P).

Plot number to be acquired in Village Kargali 292.

Plot number to be acquired in Village Phusro 1(P).

Boundary Description:

- A-B line passes through plot number 1269 in Village Baidkaro (Damodar River) & meets at point B (which is also the part Eastern boundary of Bokaro Colliery).
- B-C line passes along the part Central line of Damodar River i.e. along part Common boundary of Villages Chalkari & Baidkaro, Common boundary of Villages Chalkari & Kargali & part Common boundary of Villages Chalkari & Phusro & meets at point C (which is also the part northern & north Eastern boundary of Chalkari Block acquired u/s 9(1) of Coal Act under S.O. 2979 dated 8th December, 1961).
- C-D line passes through Plot number 1 in Village Phusro (Damodar River) & meets at point D.
- D-E line passes along the part left Bank of Damodar River in Villages Phusro, Kargali & Baidkaro & meets at point E (which is also the south Western Boundary of Kargali Colliery).

[No. C2-20(20)/64.]

S.O. 4125.—Whereas by the notification of the Government of India, in the late Ministry of Mines and Fuel S.O. number 2071 dated the 29th June, 1962, under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government gave notice of its intention to prospect for coal in the lands in the locality specified in the schedule appended to that notification.

And whereas by the notification of the Government of India in the Ministry of Steel and Mines (Department of Mines and Metals) S.O. Number 2207 dated the 20th June, 1964 under sub-section (1) of section 7 of the said Act, notice was issued specifying further period of one year commencing from the 29th September, 1964, as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands;

And whereas the Central Government is satisfied that the coal is obtainable in the whole or any part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the lands measuring 35.00 acres or 14.18 hestares (approximately) described in the schedule appended hereto.

The plan of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Hazaribagh (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the National Coal Development Corporation Ltd. (Revenue Section), Darbhanga House, Ranchi.

Any person interested in the aforesaid lands, may within 30 days of the issue of this notification, file objection to the acquisition of the whole or any part of the lands or of any rights in or over such lands to the Coal Controller, 1, Council House Street, Calcutta.

Drawing No. Rev/48/64

Dated 13-6-1964

(Showing Lands to be acquired)

SCHEDULE

BLOCK III—BOKARO COALFIELD

All Rights

S. No.	Name of Village	Thana	Thana No.	District	Area in acres	Remarks
1.	Jarangdih	Nawadih (Gumia)	116	Hazari bagh		Part Total area 35.00 Acres OR 14.18 Hectares (Approximately)

Plot numbers to be acquired in Village Jarangdih:

181(P), 184(P), 185, 186(P), 193(P), 195(P), 196(P), 197(P), 198(P), 199(P), 200, 201, 202, 203(P), 204(P), 205(P), 206(P), 207(P), 282(P), 300(P), 301(P), 302, 303(P), 304 to 315, 316(P), 317, 318, 319, 320, 321, 322(P), 325(P), 329(P), 330(P), 375(P), 376(P), 1269(P).

Boundary Description:

- A-B-C lines pass along the part Common boundary of Villages Jarangdih & Borea and Villages Jarangdih and Kathara and meet at point 'C' (which is also the part Common boundary of Jhirki—Mahlibandh Block acquired u/s 9(1) of Coal Act under S.O. Number 2975 dated 8th December, 1961).
- C-D line passes along the part Common boundary of Villages Jarangdih and Kathara (in Damodar River) and meets at point 'D'.
- D-E line passes along the part Central line of Damodar River i.e. along part Common boundary of Villages Jarangdih and Khetko and meets at point E.
- E-A line passes through plot Numbers 1269, 316, 376, 375, 322, 325, 329, 330, 301, 300, 303, 203, 282, 204, 205, 206, 207, 195, 196, 197, 198, 199, 193, 186, 181 and 184 in Village Jarangdih and meets at point 'A' (which is also the part Common boundary of Jarangdih Colliery).

[No. C2-20(19)/64.]

S.O. 4126.—Whereas by a notification of the Government of India, in the late Ministry of Steel, Mines and Heavy Engineering (Department of Mines and Metals) S.O. No. 843 dated the 5th March, 1964 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the report and after consulting the State Government of Bihar is satisfied that the lands measuring 35.00 acres (approximately) or 14.18 hectares (approximately) described in the said Schedule and reproduced in the Schedule below should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 6.65 acres (approximately) or 2.69 hectares (approximately) described in the said Schedule are hereby acquired.

The plans of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Dhanbad (Bihar) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the National Coal Development Corporation Ltd. (Revenue Section), Darbhanga House, Ranchi.

Drg. No. Rev/35/64
Dated 1-5-1964
(Showing lands acquired)

SCHEDULE

CENTRAL JHARIA BLOCK-A

(Sub-Block-I)

JHARIA COALFIELD

All Rights

S. No.	Village	Thana	Thana No.	District	Area	Remarks
1.	Kapuria	Topchanchi	349	Dhanbad	6.65	Part
						Total : 6.65 acres (approximately) OR 2.69 hectares (approximately).

Plot No. to be acquired in village Kapuria:—

1168

Boundary Description:

- A-B line passes along the part eastern boundary of Road from Jamdiha to Kenduadhi i.e. along the north-western boundary of plot No. 1168 which is also the common boundary of plot Nos. 1169 and 1129 in Village Kapuria and meets at point 'B'.
- B-C line passes along the part common boundary of villages Kapuria and Bandhdih i.e. along the south-western boundary of plot No. 1168 in village Kapuria and meets at point 'C'.
- C-D line passes along the common boundary of plot Nos. 1168 and 1169, 1168 and 1170 in village Kapuria and meets at point 'D'.
- D-A line passes along the common boundary of plot Nos. 1168 and 1167, 1168 and 1165 in village Kapuria and meets at point 'A'.

[No. C2-20(20)/63.]

New Delhi, the 27th November 1964

S.O. 4127.—In exercise of the powers conferred by sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and of all other powers enabling it in this behalf, the Central Government hereby rescinds the notification of the Government of India in the late Ministry of Mines and Fuel No. S.O. 596 dated the 23rd February, 1963.

[No. C2-20(3)/62.]

K. SUBRAHMANYAN, Under Secy.

MINISTRY OF HEALTH*New Delhi, the 27th November 1964*

S.O. 4128.—The members of the Council of States (Rajya Sabha), having elected from among themselves, in pursuance of the provisions of clause (g) of section 4 of the All-India Institute of Medical Sciences Act, 1958 (25 of 1958), Shri Sudhir Ghosh, as a member of the All-India Institute of Medical Sciences, New Delhi vice Professor A. R. Wadia who has resigned from the membership of the Institute, the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Health No. F. 5-(IV)-22/61-HII, dated the 26th May, 1962 namely:—

In the said notification, against serial No. 5, for the entry, Professor A. R. Wadia, Member, Rajya Sabha, the following entry shall be substituted, namely, Shri Sudhir Ghosh, M.P., Ghosh Lodge, P.O. Barisha, Calcutta.

[No. F. 10-52/64-ME.]

P. JOHARI, Dy. Secy.

MINISTRY OF TRANSPORT**(Transport Wing)***New Delhi, the 26th November 1964*

S.O. 4129.—In exercise of the powers conferred by section 4 of the Merchant Shipping Act, 1958 (44 of 1958), the Central Government hereby makes the following further amendment in the Notification of the Government of India in the late Ministry of Transport and Communications (Department of Transport) No. S.O. 1620 dated the 1st June 1963 namely:—

In the said Notification, to the list of members against serial numbers 7 to 10A, consisting of Central Government representatives, the following shall be added, namely:—

“10B. Shri Govind H. Seth”.

[No. 37-MD(3)/63.]

J. V. DASS, Under Secy.

DEPARTMENT OF COMMUNICATIONS**(P. & T. Board)***New Delhi, the 26th November 1964*

S.O. 4130.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director-General Posts and Telegraphs, hereby specifies the 1st December, 1964 as the date on which the Measured Rate System will be introduced in Ahmednagar Telephone Exchange.

[No. 31/27/64-PHB.]

S. RAMA IYER,**Assistant Director General (PHB).**

MINISTRY OF PETROLEUM & CHEMICALS

New Delhi, the 23rd November 1964

S.O. 4131.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State to Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Oil Corporation Ltd., and that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, Special Land Acquisition Officer, C/o Indian Oil Corporation Limited, P.O. Hathidah, District Patna. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—Bihar			District—Monghyr			Thana—Teghra		
Village with thana No.	Survey No. (Plot No.)	Extent in acre	Village with thana No.	Survey No. (Plot No.)	Extent in acre			
Nurpur Th. No. 537	77	0.05						
	78	0.04						
Zemira Th. No. 536	584	0.14						
	592	0.005						
	591	0.005						

[No. 31/47/63-ONG.]

S.O. 4132.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between the Gujarat Refinery, Baroda in Gujarat State to Ahmedabad in Gujarat State, pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority at Elampeco, 4th Floor Sayaji Ganj Opp. College Lokmanya Tilak Road, Baroda in the office of the Gujarat Pipeline Project, Oil and Natural Gas Commission. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—Gujarat					District—Kaira		Taluka—Petlad		
Village					Survey No.		Acre	Guntha	Sq. Yds.
Sanjaya					Road		0	0	78
"					78/3		0	6	52
"					77/2		0	3	57
"					77/3		0	11	77
"					77/1		0	8	4

Village.	Survey No.	Acre	Guntha	Sq. Yds.
Sanjaya—contd.	74/2	0	6	21
"	74/1	0	2	77
"	75	0	7	9
"	23	0	7	10
"	22	0	0	97
"	24	0	8	82
"	Road	0	0	78
"	25	0	17	27
"	26/2	0	12	10
"	55	0	0	36
"	53	0	4	60
"	52	0	15	75
"	30	0	1	79
"	51	0	1	35
"	31	0	11	92
"	32	0	0	83
"	53/2	0	9	78
"	33/1	0	7	47
"	Road	0	1	59
"	34/1	0	0	44
"	451	0	13	45
"	444/ +445	0	16	86
	<u>1 + 1 + 2</u>			
"	442	0	4	60
"	439/4	0	18	39
"	439/3	0	2	30
"				
"	439/1	0	0	44
"	438	0	13	60
"	436	0	6	52
"	387	0	0	97
"	388/2/B	0	7	24
"	388/2/A	0	6	13
"	389	0	2	92
"	388/1	0	0	44
"	390/1	0	9	93
"	390/2	0	6	52
"	Road	0	2	7
"	392/2	0	7	71
"	392/1	0	14	103
"	394/2	0	4	92
"	397/5	0	10	58
"	397/2	0	0	56
"	397/1	0	12	104
"	396	0	0	100
"	Road	0	2	69
"	371/1	0	6	18

[No. 31(41)/64-ONG-I.]

S.O. 4133.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between the Gujarat Refinery, Baroda in Gujarat State to Ahmedabad in Gujarat State, pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority at Elampeco, 4th Floor Sayaji Ganj Opp. College Lokmanya Tilak Road, Baroda in the office of the Gujarat Pipeline Project, Oil and Natural Gas Commission. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

State—Gujarat					SCHEDULE		District—Kaira		Taluka—Nadiad	
Village					Survey No.		Acre Guntha		Sq. Yds.	
Vadtal	.	.	.	.	Road	0	1	15		
"	.	.	.	.	90/3	0	2	108		
"	.	.	.	.	90/1	0	11	53		
"	.	.	.	.	89/2	0	9	93		
"	.	.	.	.	89/3	0	7	43		
"	.	.	.	.	9/P	0	15	79		
"	.	.	.	.	9/P	0	14	40		
"	.	.	.	.	Road	0	1	35		
"	.	.	.	.	12/P	0	13	115		
"	.	.	.	.	12/P	0	11	0		
"	.	.	.	.	12/P	0	8	105		
"	.	.	.	.	12/P	0	0	45		
"	.	.	.	.	465	0	9	94		
"	.	.	.	.	454	0	9	107		
"	.	.	.	.	447/P	0	8	82		
"	.	.	.	.	Road	0	2	7		
"	.	.	.	.	21	0	10	73		
"	.	.	.	.	Road	0	1	27		
"	.	.	.	.	23	0	9	117		
"	.	.	.	.	25	0	5	95		
"	.	.	.	.	24	0	9	0		
"	.	.	.	.	26	0	5	13		
"	.	.	.	.	Road	0	0	117		
"	.	.	.	.	26/P	0	3	104		
"	.	.	.	.	26/P	0	13	21		
"	.	.	.	.	26/P	0	3	3		
"	.	.	.	.	Road	0	0	101		
"	.	.	.	.	48/P	0	9	15		
"	.	.	.	.	48/P	0	3	26		
"	.	.	.	.	46	0	8	66		
"	.	.	.	.	45/P	0	10	57		
"	.	.	.	.	45/P	0	10	73		
"	.	.	.	.	45/P	0	11	30		
"	.	.	.	.	54/P	0	10	112		
"	.	.	.	.	54/P	0	14	56		
"	.	.	.	.	55/P	0	9	116		
"	.	.	.	.	Road	0	3	104		
"	.	.	.	.	411/P	0	10	50		
"	.	.	.	.	411/P	0	11	77		
"	.	.	.	.	411/P	0	6	114		
"	.	.	.	.	411/P	0	2	85		
"	.	.	.	.	411/P	0	8	0		
"	.	.	.	.	411/P	0	13	39		
"	.	.	.	.	408/P	0	5	95		
"	.	.	.	.	408/P	0	9	116		
"	.	.	.	.	407	0	9	0		
"	.	.	.	.	406	0	9	62		
"	.	.	.	.	405/P	0	10	112		
"	.	.	.	.	405/P	0	11	7		
"	.	.	.	.	405/P	0	1	19		
"	.	.	.	.	Road	0	0	58		
Palana	.	.	.	.	565	0	27	97		
"	.	.	.	.	571/1	0	5	32		
"	.	.	.	.	571/2	0	3	80		
"	.	.	.	.	569/2	0	10	50		
"	.	.	.	.	570/1	0	6	21		
"	.	.	.	.	570/2	0	4	14		
"	.	.	.	.	Road	0	2	30		
"	.	.	.	.	732/1	0	18	116		
"	.	.	.	.	731	0	19	80		
"	.	.	.	.	941/2	0	0	97		
"	.	.	.	.	941/1	0	2	40		
"	.	.	.	.	943/2	0	2	40		
"	.	.	.	.	743/1	0	5	24		
"	.	.	.	.	750/2	0	0	52		
"	.	.	.	.	749	0	5	20		

Village	Survey No.	Acre	Guntha	Sq. Yds.
Pana—contd.	748	0	0	68
"	750/1	0	9	31
"	913/2	0	0	117
"	913/1	0	5	31
"	912	0	0	93
"	913/3	0	12	104
"	914	0	9	54
"	916	0	1	67
"	910	0	2	16
"	906/3	0	21	72
"	906/2	0	4	104
"	906/1	0	4	92
"	905	0	4	76
"	904	0	5	30
"	903	0	9	10
"	Road	0	1	3
"	1079	0	21	72
"	1077	0	11	7
"	1074/2	0	0	69
"	1076	0	11	85
"	1075	0	13	54
"	1094	0	0	58
"	Road	0	0	117
"	1092	0	8	82
"	1093	0	12	34
"	1106	0	11	30
"	1102	0	8	43
"	1283/1	0	1	94
"	1282	0	11	108
"	1281	0	12	95
"	1279	0	4	37
"	1280	0	7	24
"	1278	0	6	52
"	Road	0	2	7
"	1276	0	2	86
"	Road	0	1	56
"	1277	0	0	72
"	1301	0	11	61
"	1302	0	6	12
"	1303/1	0	15	33
"	1309	0	8	82
"	Road	0	1	35
"	1323/2	0	10	97
"	1323/1	0	7	117
"	1322	0	7	101
"	1326	0	14	103
"	1319	0	8	14
"	1318	0	16	86
"	1316	0	10	3
"	1317	0	12	80
"	1341	0	0	58
"	1343	0	8	88
"	1344/1	0	7	102
"	1349	0	5	17
"	Road	0	1	35
"	1411	0	4	70
"	1410	0	5	33
"	1409	0	11	85
"	1406	0	2	96
"	1406/1	0	8	4
"	1408	0	11	38
"	1408/2	0	17	59
"	1423/1	1	5	108
"	1425	0	10	34
"	1434/1	0	2	7
"	1434	0	1	12
"	1430/3	0	8	28

Village	Survey No.	Acre	Guntha	Sq. Yds.
Palana—(Contd)	1430/2	0	9	78
"	1430/1	0	4	54
"	1431/2	0	1	58
"	1432	0	6	98
Akhdol	393	0	34	8
"	384	0	0	97
"	384/3	0	7	86
"	384/1	0	0	111
"	385/2	0	0	104
"	385/1	0	16	8
"	386/5	0	1	0
"	386/4	0	6	107
"	386/2	0	0	44
"	386/1	0	14	39
"	387/1	0	0	97
"	370/2	0	14	25
"	372/3/D	0	1	18
"	369/2	0	0	97
"	372/C/4P	0	9	24
"	372/C/1	0	6	99
"	372/C/P	0	0	89
"	372/B/P	0	6	52
"	372/B/1	0	2	108
"	372/B/P	0	4	29
"	372/H/P	0	0	97
"	339/H	0	4	94
"	339/A/1	0	8	43
"	339/A/5	0	1	36
"	338/2	0	0	44
"	338/1	0	8	82
"	337/2	0	7	16
"	323/8	0	10	50
"	325/4	0	3	96
"	323/3	0	12	29
"	325/A/5	0	1	104
"	325/A/3	0	5	72
"	325/A/4	0	0	36
"	325/B	0	9	78
"	324/2	0	0	36
"	307/5	0	9	78
"	307/1	0	4	56
"	318/8	0	0	97
"	318/5	0	9	60
"	318/4	0	7	47
"	318/3	0	0	10
"	310/2	0	6	18
"	310/1	0	8	43
"	297/3/B	0	0	78
"	296/P	0	14	110
"	296/P	0	7	32
"	296/P	0	16	86
"	293	0	17	74
"	292/3	0	3	26
"	292/5	0	1	73
"	292/4	0	11	108
"	Road	0	1	35
"	289/2/P	0	8	43
"	289/2/P	0	6	91
"	289/1/P	0	10	86
"	248/4/P	0	11	13
"	248/5	0	8	43
"	251/2	0	7	86
"	251	0	15	106
"	Road	0	6	18
"	253	0	25	8
"	254	0	0	97
"	255/2	0	14	17

Village	Survey No.	Acre	Guntha	Sq. Yds.
Ashadol (Contd.)	Road	0	2	69
"	194/2	0	6	97
"	194/1	0	9	0
"	181/1	0	10	108
"	181/2	0	1	18
"	182/1	0	11	69
"	182/2	0	0	44
"	188	0	12	86
"	184	0	2	0
"	183/2/2	0	2	91
"	Road	0	1	35
"	145	0	0	97
"	146/6	0	8	7
"	146/4	0	11	2
"	146/3	0	1	35
"	Road	0	1	35
"	136/3	0	6	0
"	136/1/B/P	0	14	95
"	137	0	0	97
"	135/2	0	16	8
"	135/1	0	0	44
"	134	0	8	36
"	Road	0	0	113
"	90 P	0	14	56
"	90/P	0	8	4
"	91/1+2+5	0	21	103
"	92/7	0	3	73
"	92/3+4+5	0	19	97
"	94/2	0	1	0
"	93 5+6	0	14	95
"	64/1+2	0	12	104
"	63/3	0	1	92
"	63/2	0	18	78
"	62/3	0	4	99
"	62/2	0	11	0
"	Road	0	0	78
Mitral	Road	0	0	78
"	681/1	0	6	52
"	Road	0	1	0
"	680	0	7	92
"	683/6	0	2	69
"	679	0	0	97
"	683/5	0	6	7
"	683/4	0	0	97
"	683/1	0	6	52
"	684/3	0	4	60
"	684/2	0	8	7
"	684/1	0	0	97
"	685/3	0	9	78
"	685/2	0	11	53
"	686/2	0	4	60
"	686/1	0	8	82
"	687/8	0	4	94
"	687/3	0	0	97
"	694	0	3	106
"	689/7+8	0	15	52
"	692/4	0	14	17
"	692/3	0	6	52
"	692/2	0	0	69
"	691	0	23	17
"	690/2	0	3	26
"	700	0	0	17
"	690/1	0	8	74
"	667/3	0	9	0
"	701/4	0	0	55
"	701/3	0	16	8

Village	Survey No.	Acre	Guntha	Sq. Yds.
Mital (Contd)	701/2	0	5	95
"	702/1	0	0	97
"	702/3	0	6	52
"	705/2	0	5	66
"	650/7	0	0	97
"	650/5	0	12	104
"	649/2	0	0	33
"	650/1	0	0	97
"	647/2	0	9	78
"	645/4	0	8	20
"	645/3	0	8	105
"	645/2A	0	3	26
"	645/2/B	0	3	26
"	646/3	0	0	42
"	646/1	0	7	46
"	642/2	0	3	26
"	642/1	0	16	8
"	641	0	0	97
"	Road	0	1	73
"	586/2	0	12	104
"	586/1	0	9	45
"	587/4	0	0	44
"	588/3/P	0	9	15
"	588/3/P	0	7	67
"	593/2	0	5	56
"	Road	0	1	0
"	504/4	0	8	43
"	504/3	0	7	63
"	503/3	0	11	69
"	503/2	0	9	78
"	504/2	0	0	58
"	516/1	0	0	83
"	517/P	0	21	103
"	517/P	0	0	69
"	500/2	0	6	74
"	520/P	0	20	92
"	520/1+2 + 496	0	11	69
"	524/2	0	6	52
"	525/2	0	8	105
"	525/1/2	0	9	0
"	458	0	14	33
"	457/1	0	0	97
"	459	0	0	42
"	456/1+3	0	35	97
"	455	0	15	13
"	Road	0	1	73
"	454/1	0	7	9
"	Road	0	1	35
Pij	Road	0	1	35
"	876/1	0	2	92
"	1080	0	11	0
"	1079	0	9	39
"	1081	0	11	61
"	1085	0	17	43
"	1086	0	5	17
"	1076	0	0	42
"	1087	0	12	26
"	1089/2	0	0	83
"	1089/1	0	11	30
"	1090	0	3	26
"	1116	0	12	104
"	1117	0	0	97
"	1114/3	0	11	108
"	1114/2	0	0	83

Village	Survey No.	Acre	Guntha	Sq.Yds.
Pij (Contd.)	1114/1	0	6	13
"	1157	0	0	97
"	1115	0	11	69
"	1138	0	0	97
"	1139	0	10	75
"	1148/1	0	22	21
"	1152/1	0	3	26
"	1148/2	0	12	104
"	1153	0	0	97
"	Road	0	0	78
"	1310	0	16	8
"	1311/2	0	0	42
"	1511/1	0	0	42
"	1309/1	0	7	47
"	1308/3	0	3	26
"	1308/1	0	1	73
"	1308/2	0	5	72
"	1303/2	0	1	73
"	1303/1	0	7	63
"	1302	0	1	35
"	1304	0	0	42
"	1300	0	14	17
"	1346	0	5	56
"	1347/1	0	10	34
"	1347/2	0	4	60
"	1348	0	7	9
"	1349	0	11	106
"	1350	0	0	69
"	1351	0	15	91
"	1353/1	0	17	5
"	1353/2	0	6	5
"	Road	0	1	73
"	1649	0	11	108
"	Road	0	1	35
"	1657	0	0	97
"	1656	0	25	8
"	1655	0	8	12
"	1654	0	11	85
"	1652 + 1653	0	24	90
"	1816	0	30	26
"	1813/2	0	6	52
"	1813/1	0	14	17
"	1819	0	1	35
"	1822/2	0	4	22
"	1822/4	0	8	43
"	1823/3	0	1	1
"	1823/2	0	6	91
"	1923/1	0	5	17
"	Road	0	1	0
"	1830	0	9	93
"	1833 + 1831	0	26	105
"	2			
"	Road	0	1	3
"	1952	0	14	64
"	1929	0	13	68
"	1930	0	5	95
"	1932	0	14	95
"	1942/3	0	3	26
"	1942/2	0	7	86
"	1942/1	0	0	97
"	1933	0	0	97
"	1941	0	16	63
"	1940	0	0	44
"	1939	0	14	17
"	1938	0	7	9

Village	Survey No.	Acre	Guntha	Sq. Yds.
Pij.—(Contd.)	1936	0	19	34
"	1908	0	1	73
"	Road	0	0	83
"	2089	0	6	52
"	Road	0	1	35
"	1907/P	0	14	56
"	1907/P	0	14	95
"	1907/P	0	9	78
"	1907/P	0	6	52
"	Road	0	0	78
Vaso.	1876	0	0	50
"	1877	0	8	80
"	1881	0	7	24
"	1879	0	11	69
"	1880	0	11	69
"	1891/1	0	5	17
"	1890	0	1	81
"	Road	0	1	19
"	1891/2	0	6	2
"	1909	0	14	17
"	1902	0	38	50
"	Road	0	1	35
"	1962/1	0	0	72
"	1946	0	24	93
"	1948	0	10	42
"	Road	0	1	35
"	1940	0	8	84
"	Road	0	1	35
"	36	0	8	84
"	88	0	5	9
"	87/2	0	7	119
"	86	0	13	76
"	83	0	10	73
"	84	0	5	92
"	77	0	21	65
"	76	0	18	23
"	75	0	0	43
"	67	0	11	46
"	66	0	0	93
"	68	0	23	79
"	63	0	27	31
"	62	0	1	11
"	Road	0	1	35
"	117	0	7	119
"	Road	0	1	35
"	322	0	10	73
"	321	0	4	14
"	Road	0	0	109
"	118	0	2	7
"	119	0	14	87
"	121	0	12	49
"	120	0	8	12
"	122	0	11	52
"	279	0	15	22
"	282/1	0	0	55
"	280	0	14	87
"	268	0	4	48
"	269	0	1	35
"	259	0	22	27
"	251	0	7	24
"	249	0	25	86
"	Road	0	1	35
"	512	0	18	62
"	Road	0	1	35
"	549	0	5	2
"	548	0	10	34

Village	Survey No.	Acre	Guntha	Sq. Yds
Vaso—(Contd.)	546	0	19	81
"	556/1	0	19	112
"	538/2	0	6	23
"	538/1	0	33	51
"	Road	0	1	35
"	579	0	5	17
"	580	0	14	17
"	581	0	2	69
"	582	0	23	1
"	Road	0	1	35

[No. 31(41)/64-ONG-II.]

S.O. 4134.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—West Bengal			Dist.—Burdwan		Tehsil/Thana—Salanpur	
Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)	
Basudebpur, J.L. 36	686	·15	Salanpur, J.L. 27	1262	·05	
	754	·05		1340	·09	
	813	·005		1343	·10	
	816	·12		1344	·03	
	817	·03		1346	·03	
	819	·34		1347	·05	
	825	·05		1348	·05	
	827	·12		1349	·18	
	832	·01		1351	·22	
	839	·005		1438	·08	
	841	·03		1444	·16	
	842	·14		1480	·12	
	844	·06		1481	·005	
	845	·14		1482	·02	
	1059	·04		1483	·10	
Banbirdi, J.L. 35	168	·12	1491	·02		
	169	·20	1492	·02		
	217	·60	1493	·22		
	218	·03	1494	·005		
	563	·10	1534	·03		
			1535	·01		

[No. 31/33/63-ONG-I.]

S.O. 4135.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—West Bengal Dist.—Burdwan			Tehsil/Thana—Asansol		
Village	Survey Nos. Extent (Plot Nos.) (Area)		Village with thana No.	Survey Nos. Extent (Plot No.) (Area)	
Ka'la, J. L. 16	593	·04	Kalla, J.L.— <i>contd.</i>	673	·14
	663	·14		674	·24
	665	·10		692	·20
	666	·03		696	·34
	667	·08		700	·08
	668	·03		701	·07
	669	·02		702	·06
	671	·12		704	·18

[No. 31/33/63-ONG-II.]

CORRIGENDA

New Delhi, the 20th November 1964

S.O. 4136.—In the Schedule to the notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 1589 dated the 25th April 1964 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 9th May, 1964,—

(i) In village Makhdumpur Thana No. 139

Against Plot No. 174 read 0·035 acre for 0·05 acre

„ „ No. 175 read 0·04 acre for 0·06 acre

„ „ No. 184 read 0·025 acre for 0·04 acre

„ „ No. 183 read 0·11 acre for 0·13 acre

„ „ No. 185 read 0·005 acre for 0·05 acre

„ „ No. 43 read 0·14 acre for 0·16 acre

„ „ No. 664 read 0·01 acre for 0·28 acre

(ii) The following survey numbers with area shown against each shall be deleted from the Schedule :

	Survey Number	Area in acre
In Village Makhdumpur	186 178	0.007 0.06
In Village Amhara Thana No. 140	662 95 96 94 93 92 70 71 72 73 75 77 48 49	0.095 0.37 0.02 0.085 0.185 0.085 0.245 0.005 0.155 0.02 0.275 0.085 0.14 0.145

[No. 31/47/63-ONG-4/HATH i.]

New Delhi, the 23rd November 1964

S.O. 4137.—In the schedules to the notifications of the Government of India in the Ministry of Mines and Fuel S.O. No. 1692 dated the 14th June, 1963 and in the Ministry of Petroleum and Chemicals S.O. No. 994, dated the 12th March 1964 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 22nd June 1963 and 21st March 1964 respectively, survey plot No. 351 with extent of 0.45 acre of Village Rupnarayanpur J. L. 41 shall be deleted.

[No. 31(33)/63-ONG. Vol. 21.]

S.O. 4138.—In the schedules to the notifications of the Government of India in the Ministry of Mines and Fuel S.O. No. 2043, dated the 1st August, 1964 and in the Ministry of Petroleum and Chemicals S.O. No. 1470, dated the 18th April, 1964, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 10th August, 1963 and 2nd May, 1964 respectively, survey plot No. 627 with extent of 0.03 acre and survey plot No. 639 with extent of 0.07 acre of village Kunustara, J.L. 54 shall be deleted.

[No. 31/33/63-ONG-Vol. 18.]

P. P. GUPTA, Under Secy.

MINISTRY OF WORKS AND HOUSING

New Delhi, the 24th November 1964

S.O. 4139.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby makes the following amendment to the notification of the Government of India in the Ministry of Works and Housing No. S.O. 3503, dated the 3rd October, 1964, namely:—

In the table below the said notification, for the entry in column 2, the following shall be substituted, namely:—

“All Premises under the administrative control of the Social Welfare and Rehabilitation Directorate, Department of Social Security, Government of India, New Delhi.”

[No. 32/20/64-Acc. II.]

S.O. 4140.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby makes the following amendment to the notification of the Government of India in the Ministry of Works and Housing No. S.O. 1749, dated the 23rd May, 1964, in the table below the said notification, namely:—

1. For the words "Manager (Admn.)/Deputy Manager (Admn.)/Assistant Manager (Admn.);" wherever they occur in column 1.

Read "Officer-in-charge, Estate Administration of a rank of Manager, Deputy Manager or Assistant Manager, Administration".

2. Add the following item at the end of the table, namely:—

1	2
17. Officer-in-charge, Estate Administration, of a rank of Manager, Deputy Manager or Assistant Manager, Administration, Ordnance Cable Factory, Chandigarh.	Premises under the administrative control of the Ministry of Defence situated within the local limits of jurisdiction of Ordnance Cable Factory, Chandigarh.

[No. 32/5/64-Acc. II.]

S.O. 4141.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby makes the following amendment to the notification of the Government of India in the Ministry of Works and Housing No. S.O. 1750 dated the 23rd May, 1964, namely:—

In the table below the said notification, for the words "Deputy Manager (Admn.);" in column 1, the following shall be substituted, namely:—

"Officer-in-charge, Estate Administration of a rank of Manager, Deputy Manager or Assistant Manager, Administration".

[No. 32/5/64-Acc. II.]

H. S. JAIN, Under Secy.

MINISTRY OF REHABILITATION

(Office of the Regional Settlement Commissioner)

New Delhi, the 14th July, 1959

S.O. 4142.—Whereas the Central Government is of opinion that it is necessary to acquire the evacuee properties specified in the schedule hereto annexed in the Union Territory of Delhi for public purpose, being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such persons.

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Govt. has decided to acquire and hereby acquires the evacuee properties specified in the Schedule hereto annexed.

SCHEDULE

Sl No.	Particulars of Property		Area	Name of the evacuee with rights in the property
	Khewat No	Khasra No.		
1	2	3	4	5
<i>Village Maandka</i>				
I	213/592	3203/1251/2	0—17	Sharfuddin s/o Ivaz evacuee ownership rights

Village Satbari

2 27/35 . . . 644/2

2—10 Cultivator Nathu s/o Kanaya
shareholder mortgagerevacuee,
Kale s/o Jaggu mortgagee
non-evacuee vesting the
Custodian*Village Chatterpur*3 184 & 199/284, 285/ 1922
267 1416/1-1/24—16 Sharfuddin Ramazani Kairu
1—4 sons of Zardar, Bishiruddin
s/o Amam Khan, Shahab &
Shamshuddin s/o Kale, Ibra-
ham s/o Bhoora, Nizamud-
din Nazir Hussain s/o Mohd
Umar, Hamid s/o Shazad
Abdula s/o Wazir, Kalu and
Nabi Bux s/o Ismile, Allaha
Bux s/o Foji evacuee owner-
ship rights

[No. 1(10)/ L&R/62.] dated 27th Nov. 1964.]

M. J. SRIVASTAVA,

*Settlement Commissioner & Ex-Officio Under Secy.***DEPARTMENT OF SOCIAL SECURITY***New Delhi, the 24th November 1964*

S.O. 4143.—Whereas the employees of the establishments mentioned below are in enjoyment of benefits in the nature of provident fund or gratuity and the Central Government is of opinion that such benefits are on the whole not less favourable to such employees than the benefits provided under the Employees' Provident Funds Act, 1952 (19 of 1952), and the Employees' Provident Funds Scheme, 1952;

Now, therefore, in exercise of the powers conferred by clause (b) of sub-section (1) of section 17 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby exempts from the operation of the provisions of the Employees' Provident Funds Scheme, 1952, with effect from the 31st July, 1956, the following establishments, namely:—

1. M/s Bata Shoe Co. (Private) Ltd., Batanagar, 24-Parganas, West Bengal.
2. M/s Bata Shoe Co. (Private) Ltd., Kottayam, Kerala.
3. M/s Bata Shoe Co. (Private) Ltd., Faridabad Branch Factory, Faridabad Township, Punjab.

2. The exemption hereby conferred shall, in addition to the conditions mentioned in sub-section (3) of section 17 of the said Act, be subject to the conditions specified in the Schedule hereto annexed.

SCHEDULE

1. The employer in relation to each establishment (hereinafter referred to as the employer) shall within three months of the date of publication of this notification bring the rules relating to the Provident Fund in respect of the establishment in accordance with the rules annexed herewith (Annexure A).

2. The Provident Fund and gratuity rules of any establishment shall not be amended except with the previous approval of the Regional Commissioner. Where, in the opinion of the Regional Commissioner, any amendment affects the interests

of the employees, he shall, before giving his approval, give reasonable notice of the same to the employees.

3. (a) The employer shall maintain accounts of the Provident Fund in such manner and submit such returns to the Regional Commissioner as the Central Government may, from time to time, direct.

(b) The employer shall furnish to the Regional Commissioner such accounts relating to the Provident Fund of the establishment as the Central Provident Fund Commissioner may prescribe from time to time. He shall also furnish an annual statement of account or a Pass Book, in such form as may be approved, to each subscriber who, but for the exemption, would have been a member of the Fund established under the Employees' Provident Funds Scheme, 1952.

(c) The employer shall make all investment of accumulations accruing after the date of exemption in securities of the Central Government. The reinvestment or conversion of securities on maturity shall also be in the securities of the Central Government. The employer shall formulate a procedure for prompt investment of provident fund moneys and shall get it approved from the concerned Regional Commissioner.

4. The employer shall afford such facilities for inspection of the accounts of the Provident Fund as the Central Provident Fund Commissioner may, from time to time, specify.

5. All expenses involved in the administration of the Provident Fund Scheme, including the maintenance of accounts, submission of accounts and returns, transfer of accumulations and payment of inspection charges, shall be borne by the employer.

6. The employer shall display on the notice board of his establishment, in English, a copy of the approved rules and the translation of a gist of the rules in the language of the majority of the workers.

7. The employer shall within three months of the date of publication of this notification transfer to the Board of Trustees the accumulations standing to the credit of the employees who but for the exemption would have been members of the Statutory Fund.

8. When the Fund is wound up or exemption of the establishment is cancelled, accumulations standing to the credit of the employees who, but for the exemption, would have been members of the Statutory Fund shall be transferred to that Fund as soon as possible and, in any case, not later than 30 days in the case of securities and not later than 10 days in the case of cash in hand or bank, together with such statement or statements as may be required by the Regional Commissioner or Commissioners concerned.

9. The employer shall accept the past provident fund accumulations of an employee who is already a member of the Employees' Provident Fund or an exempted fund and who obtains employment in his establishment. Such an employee shall immediately be admitted as a member of the Provident Fund of the establishment. His accumulations which shall be transferred within three months of his joining the establishment shall be credited to his account.

10. The employer shall provide for nomination in his provident fund rules in accordance with the provisions contained in paragraph 61 of the Employees' Provident Funds Scheme, 1952.

11. The amount of contributions shall be calculated to the nearest quarter of a rupee; that is, 12.5 paise or more shall be counted as the next higher quarter of a rupee and fractions of a rupee less than 12.5 paise shall be ignored. The amounts of inspection charges and damages shall be calculated to the nearest 5 paise; that is, 2.5 paise or more shall be counted as 5 paise and any amount less than 2.5 paise shall be ignored.

12. On all repayable loans granted by the establishment, interest shall be charged at the rate of $4\frac{1}{2}$ per cent, or 1 per cent above the rate allowed on the balance to the credit of the members, whichever is higher.

13. The employer shall pay to the Regional Commissioner inspection charges payable, failing which damages shall be paid at a rate fixed by the Central Government from time to time.

14. Exemption granted by this notification is liable to be withdrawn by the Central Government for breach of any of the aforesaid conditions or for any other sufficient cause which may be considered appropriate.

ANNEXURE A

Rules regarding the election of employees' representatives on the Board of Trustees of Provident Fund of an establishment exempted under section 17(1) of the Employees Provident Funds Act, 1952.

1. *Number of members.*—(1) The Board shall consist of an equal number of representatives of the employers and the employees. The number of trustees on a Board shall be so fixed as to afford, as far as possible, representation to workers in various branches/departments of the establishment:

Provided that the number of trustees on a Board shall neither be less than six nor more than twelve.

(2) In the case of a common Provident Fund for a group of two or more establishments under the same employer, one Board may be constituted for all such establishments:

Provided that the employees of each such establishment, shall be entitled to elect a trustee on the Board.

2. *Employers' representatives.*—The employer shall nominate his representatives from amongst the officers employed in managerial or administrative capacity in the establishment.

3. *Election of employees' representative.*—The representatives of the employees shall be elected by the members of the Fund in an election to be held for the purpose on any working day:

Provided that wherever there is a recognized Union under the Code of Discipline or under any State Act, such Union shall nominate the employees' representatives:

Provided further that wherever there is no recognised Union, the representative Union, if any, existing under any Law regulating the recognition of workers' Union, shall nominate the employees' representatives:

Provided also that wherever there is neither a recognised Union nor a representative Union of workers, any Union existing in the establishment and qualified for recognition by the employer, shall nominate the employees' representatives. Where there is more than one such Union, the procedure laid down in the Industrial Disputes (Central) Rules, 1957, for the election of the workers' representatives on the Works Committee shall be followed with such modifications, if any, as may be considered necessary by the Regional/State Provident Fund Commissioner.

4. *Qualifications of candidates for election.*—(1) Any member of the Fund who is not less than 21 years of age may, if nominated as hereinafter provided, be a candidate for election as an employees representative (2) An outgoing trustee shall be eligible for re-election or re-nomination as the case may be.

5. *Procedure for election.*—The employer shall fix a date for receiving the nominations from candidates for election as employees' representatives. He shall also fix a date for the withdrawal of nomination and the date of election which shall not be earlier than three days or later than ten days after the closing date for withdrawal of nominations. The dates so fixed shall be notified to the members at least seven days in advance. The notice shall be affixed on the Notice Board of the establishment. The notice shall also specify the number of seats to be filled by the employees' representatives. A copy of such notice shall also be sent to the recognised trade Union or the Unions concerned in the establishment and to the Regional/State Provident Fund Commissioner.

6. *Nomination of candidates for election.*—Every nomination shall be made in the Form annexed to these rules. Each nomination paper shall be signed by the candidate to whom it relates and attested by at least two members of the Fund, other than the proposer and shall be delivered to the employer before or on the closing date fixed for receiving the nominations.

7. *Scrutiny of Nomination papers.*—The employer shall scrutinize the nomination papers received under rule 7 on the date following the last date fixed for withdrawing the nomination papers. The candidate or his nominee, the proposer or the attesting members may be present, if they so desire. The invalid nomination papers shall be rejected.

8. *Voting in election.*—(1) If the number of candidates who have been validly nominated is equal to the number of seats, the candidates shall forthwith be declared duly elected.

(2) If the number of candidates is more than the number of seats, voting shall take place on the date fixed for election.

(3) The election shall be conducted by the employer in the presence of an officer, deputed by the Regional/State Provident Fund Commissioner.

(4) Every member of the Fund shall have as many votes as there are seats to be filled on the Board:

Provided that each such member shall be entitled to cast only one vote in favour of any one candidate.

(5) The voting shall be by Secret Ballot.

9. *Disqualifications of a trustee.*—A person shall be disqualified for being a trustee of the Board:—

(i) if he is declared to be of unsound mind by a competent court; or

(ii) if he is an undischarged insolvent or

(iii) if he has been convicted of an offence involving moral turpitude.

10. *Chairman of the Board.*—The employer shall nominate one of his representatives on the Board to be the Chairman thereof. In the event of an equality of votes, the Chairman shall exercise a casting vote.

11. *Filling of casual vacancies.*—In the event of a trustee, elected or nominated, ceasing to be a trustee during the tenure of the Board, his successor shall be elected or nominated, as the case may be in the manner here-in-before provided for election or nomination:

12. *Reference to Regional Provident Fund Commissioner.*—In case of any dispute or doubt, the matter shall be referred to the Regional Provident Fund Commissioner in whose region the Head Office of the establishment is situated. His decision in the matter shall be final and binding.

13. *Provision for residuary matters.*—All matters not provided for in these rules shall be regulated by the approved Provident Fund Rules of the establishment.

FORM OF NOMINATION PAPER

(See Rule 7)

Name of the branch/department

I hereby nominate Shri.....

(name of the employees'
candidate with his Provident Fund
Account No.)

as a candidate for election to the Board of Trustees.

Date

(Signature of the proposer with his
Provident Fund Account No.)

Address

I hereby declare that I agree to this nomination.

Date

(Signature of candidate)

Address

Attested by (1).....

(2)

(To be signed by two members of the Provident Fund)

Certificate of delivery

This nomination paper was delivered to me at my office on _____ by the candidate/proposer.

Employer.

[No. 11/16/63-PF.II.]

New Delhi, the 28th November 1964

S.O. 4144.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri M. A. Jani to be an Inspector for the whole of the State of Gujarat for the purposes of the said Act and of any Scheme framed thereunder, in relation to any establishment belonging to or under the control of the Central Government and in relation to any establishment connected with a railway company, a major port, a mine or a controlled industry.

[No. 20(62)/64-PF-I.]

CORRIGENDUM

New Delhi, the 21st November 1964

S.O. 4145.—In the notification of the Government of India, in the Department of Social Security No. S.O. 3596, dated the 30th September, 1964 published in Part II, Section 3(ii) of the Gazette of India, dated the 10th October, 1964—

for "31st July, 1964",

read "31st July, 1965"

[No. F. 6(40)64-HI.]

SHAH AZIZ AHMAD, Dy. Secy.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 23rd November 1964

S.O. 4146.—In pursuance of rule 4(b) of the Central Information Service Rules, 1959, the Central Government as the result of the review undertaken, hereby fixes the authorised permanent strength of each grad of the Central Information Service as on 1st March, 1963, as under:—

Grade	Authorised permanent strength
<i>Class I</i>	
Senior Administrative Grade	3
Junior Administrative Grade (Senior Scale)	6
(Junior Scale)	6
Grade I	54
Grade II 54 } Add leave and deputation reserve @ 20% 24** }	74
(**Leave reserve alone at no time will exceed 10% of the total Authorised Permanent Strength in Class I Grades)	
<i>Class II</i>	
Grade III	83
Grade IV 131 } Add leave and deputation reserve @ 12½% 27 }	158
Total Strength	384

[No. F.2/9/63-CIS-4.]

R. K. GOVIL, Under Secy.

New Delhi, the 24th November 1964

S.O. 4147.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints Shri A. R. Narayana Rao after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Madras with effect from 8th August, 1964.

[No. F. 11/4/63-FC.]

R. B. SINHA, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Food)

New Delhi, the 28th November 1964

S.O. 4148.—In pursuance of the provisions of rule 45 of the Fundamental Rules, the President is pleased to make the following further amendments to the Supplementary Rules issued with the Government of India, Finance Department letter No. 104-CSR, dated the 4th February, 1922, namely:—

(S.R. 317-Q-1) Short title and application.—In part VIII of the said rules, the following rules shall be inserted, namely:—

"Division XXVI-Q.—Allotment of residences under the administrative control of the Ministry of Food and Agriculture (Department of Food).

- (1) These rules may be called the Ministry of Food and Agriculture (Department of Food) Allotment of Residence Rules, 1964.
- (2) These rules shall apply to residential buildings other than those which are allotted under S.R. 311 for use as residences by the incumbents of specified posts, constructed by and made available to the Ministry of Food and Agriculture (Department of Food) for occupation by officers and members of the staff employed in the subordinate offices under the administrative control of the Department of Food.

(S.R. 317-Q-2) Definitions.—In these rules, unless the context otherwise requires:—

- (a) 'allotment' means the grant of a licence to occupy a residence in accordance with the provisions of these rules;
- (b) 'allotment year' means the year beginning on 1st January;
- (c) 'Competent authority' means the Regional Director (Food);
- (d) 'duty' does not include any leave other than casual leave.
- (e) 'emoluments' means the emoluments as defined in F.R. 45-C, as on the first day of the calendar year, but excluding compensatory allowances;

Explanation.—In the case of an officer who is under suspension, the emoluments drawn by him on the first day of the allotment year in which he is placed under suspension, or, if he is placed under suspension on the first day of the allotment year, the emoluments drawn by him immediately before that date shall be taken as 'emoluments'.

- (f) 'family' means the wife or husband, as the case may be, and children, step-children, legally adopted children, parents, brothers or sisters of the officer ordinarily residing with and dependent on the officer;
- (g) 'family officer' means an officer who has a family;
- (h) 'Government' means the Central Government unless the context otherwise requires;
- (i) 'priority date' of an officer in relation to a type of residence to which he is eligible under the provisions of SR 317-Q-3, means the earliest date from which he has been continuously drawing emoluments relevant to a particular type or a higher type in a post under the Department of Food except for periods of leave:

Provided that where the priority date of two or more officers is the same, seniority among them shall be determined by the amount of emoluments, the officers in receipt of higher emoluments taking precedence

over the officers in receipt of lower emoluments, and where the emoluments are equal, by the length of service in the Department of Food;

- (j) 'post' means a post in a subordinate office in the Department of Food;
 - (k) 'qualified officer' means an officer who is eligible for allotment of that type of residence which is admissible to him under S.R. 317-Q-3;
 - (l) 'rent' means the sum of money payable monthly in accordance with the provisions of the Fundamental Rules in respect of a residence allotted under these rules;
 - (m) 'subletting' includes sharing of accommodation by an allottee with the competent authority;
 - (n) 'subletting' includes sharing of accommodation by an allottee with another person with or without payment of rent by such other person:
- Provided that any sharing of accommodation by an allottee with close relations shall not be deemed to be subletting.
- (o) 'temporary transfer' means a transfer which involves an absence for a period not exceeding four months;
 - (p) 'type' in relation to an officer means the type of residence to which he is eligible under SR 317-Q-3.

(S.R. 317-Q-3) Classification of residences.—Save as otherwise provided by these rules an officer drawing monthly emoluments as specified in column (2) of the Table below, shall be eligible for allotment of a residence of the type mentioned in the corresponding entry in column (1) thereof—

TABLE

Type of residence	Monthly emoluments
1	2
I	Less than Rs. 110/-
II	Less than Rs. 250/- but not less than Rs. 110/-
III	Less than Rs. 400/- but not less than Rs. 250/-
IV	Less than Rs. 700/- but not less than Rs. 400/-
V	Less than Rs. 1,300/- but not less than Rs. 700/-
VI	Rs. 1300/- and above.

(S.R. 317-Q-4) Application for allotment.—(1) An officer who seeks allotment of a residence or the continuance of allotment of a residence which has been allotted to him, may apply at any time and shall apply in that behalf to the competent authority when directed to do so by him, and in such form and manner and by such date as may be prescribed by him.

(2) All applications received otherwise than in pursuance of a direction issued under sub-rule (1) but before the 20th day of a calendar month shall be considered for allotment in the succeeding month.

(S.R. 317-Q-5) Allotment of residences.—(1) The allotment shall be made by the Regional Director (Food) concerned on the basis of applications of qualified officers eligible for a particular type of residence as per rule S.R. 317-Q-3. He shall maintain a list of the applicants in respect of each type of residence available for allotment.

(2) Save as otherwise provided in these rules, a residence, on falling vacant, will be allotted by the competent authority to an applicant having the earliest priority date for that type of residence subject to the following conditions:—

- (i) He shall not ordinarily allot a residence of a type higher than that to which the applicant is eligible under S.R. 317-Q-3, provided that when there is no sufficient number of qualified officers for such residence, he may allot such residence to an officer belonging to the group entitled to the next lower type and drawing the highest emoluments in that group.

(ii) The competent authority shall not compel any applicant to accept a residence of a lower type than that to which he is eligible under S.R. 317-Q-3.

(iii) The competent authority on request from an applicant for allotment of a lower type residence, might allot to him a residence next below the type for which the applicant is eligible under S.R. 317-Q-3 on the basis of the priority date for the same.

(3) The competent authority may cancel the existing allotment of an officer and allot to him an alternative residence of the same type or, in emergent circumstances, an alternative residence of the type next below the type of residence in the occupation of the officer if the residence in the occupation of the officer is required to be vacated.

(4) A residence shall ordinarily be allotted to a family officer, but in exceptional circumstances a residence may be allotted to a non-family officer at the discretion of the competent authority; preference shall ordinarily be given to the holder of a post the duties relating to which require his presence in office at odd hours during day and night.

(5) The holder of a temporary post to whom a residence is allotted shall revert to a lower type of residence as soon as one can be made available for him, if he is at any time reverted to a lower post not entitling him to the type of residence originally allotted and this shall be an express condition of the allotment.

(6) No officer shall be allotted a residence under these rules if the wife or the husband, as the case may be, of the officer has already been allotted a residence, unless such residence is surrendered:

Provided that this sub-rule shall not apply where the husband and wife are residing separately in pursuance of an order of judicial separation made by any court.

(7) Where two officers in occupation of separate residences allotted under these rules marry each other, they shall, within one month of the marriage, surrender one of the residences.

(8) If a residence is not surrendered as required by sub-rule (7) above, the allotment of the residence of the lower type shall be deemed to have been cancelled on the expiry of such period and if the residences are of the same type, the allotment of such one of them as the competent authority may decide, shall be deemed to have been cancelled on the expiry of the said period.

(S.R. 317-Q-6) Non-acceptance of allotment or offer or failure to occupy the allotted residence after acceptance.—(1) If an officer fails to accept the allotment of a residence within five days or fails to take possession of that residence after acceptance within eight days from the date of receipt of the letter of allotment he shall not be eligible for another allotment for a period of six months from the date of the allotment letter.

(2) If an officer occupying a lower type of residence is allotted or offered a residence of the type for which he is eligible under S.R. 317-Q-3 or for which he has applied under S.R. 317-Q-5(2)(iii), he may, on refusal of the said allotment or offer of allotment, be permitted to continue in the previously allotted residence on the following conditions, namely:—

(a) that such officer shall not be eligible for another allotment of the higher type accommodation for a period of six months from the date of the allotment letter;

(b) that during the period he retains the existing residence, he shall be charged the same rent which he would have had to pay under F.R. 45-A in respect of the residence so allotted or offered or the rent payable in respect of the residence thus retained, whichever is higher.

(S.R. 317-Q-7) Period for which allotment subsists and the concessional period for further retention.—(1) An allotment shall be effective from the date on which it is accepted by the officer and shall continue in force till

(a) it is cancelled by the competent authority or is deemed to have been cancelled under any provision of these rules;

(b) it is surrendered by the officer, or

(c) the officer ceases to occupy the residence.

(2) A residence allotted to an officer may be retained on the happening of any of the events specified in column 1 of the Table below, for the period specified in the corresponding entry in column 2(a) or 2(b) thereof, as the case may be, if such residence is required for the *bona fide* use of the officer or members of his family:

Provided that an officer occupying a Government residence allotted to him on rent-free basis may be allowed to retain the residence in his occupation for the period mentioned in column 2(b), if he agrees to pay rent for such period, as provided under F.R. 45A IV(b).

TABLE

Events	Permissible period for retention of the residence	
	By officers paying rent.	By officers occupying residences on rent free basis.
I	2(a)	2(b)
(i) (a) Resignation	1 month	Nil
(b) Dismissal, removal or termination of service.	1 month	1 month
(ii) Retirement or terminal leave	2 months	1 month
(iii) Death of the allottee	4 months	1 month
(iv) Transfer to another station	2 months	15 days
(v) Proceeding on foreign service in India	2 months	15 days
(vi) Temporary transfer in India or transfer to a place outside India.	4 months	15 days
(vii) Leave (other than leave preparatory to retirement, refused leave, terminal leave, medical leave or study leave).	For the period of leave but not exceeding 4 months.	1 month
(viii) Leave preparatory to retirement, or refused leave granted under F.R. 86.	For the full period of leave on full average pay subject to a maximum of four months inclusive of the period permissible in the case of retirement.	1 month
(ix) Study leave or deputation outside India	For the period of leave but not exceeding 6 months.	1 month
(x) Study leave in India	For the period of leave but not exceeding six months.	1 month
(xi) Leave on medical grounds (other than T.B. Leave).	For the period of leave but not exceeding 8 months.	1 month
(xii) Medical leave on ground of T.B.	For the full period of leave.	1 month
(xiii) Proceeding on training	For the full period of training.	1 month

(3) An officer who has been allowed to retain the residence under the provision of sub-rule (2) shall, on re-employment in the same office and at the same station within the period specified in the said table, be entitled to continue so to retain that residence and he shall also be eligible for any further allotment of residence under these rules:

Provided that if the emoluments of the officer on such re-employment do not entitle him to the type of residence retained by him, he shall be allotted a lower type of residence.

(S.R. 317-Q-8) Ineligibility of officers owing houses for allotment under these rules.—(1) Notwithstanding anything contained in these rules, no officer shall be eligible for allotment of a residence under these rules or, if he or she is already in occupation of a residence, to its continued retention, if—

- (a) he or she owns, or has, since the allotment of a residence, become the owner of, a house, whether in his or her name or in the name of any other person;
- (b) any member of his or her family owns, or has, since the allotment of a residence, become the owner of, a house.

(2) If, after a residence has been allotted to an officer, he or she becomes the owner of a house either in his or her name or in the name of any other person or a member of his or her family becomes the owner of a house, such officer shall—

- (i) notify that fact to the competent authority within a period of 7 days from the date he or she or any member of his or her family becomes such owner; and
- (ii) either surrender the Government residence within that period or pay the standard rent for that residence as calculated under F.R. 45-B or the pooled standard rent under F.R. 45-A, whichever is higher, with effect from the date referred to in clause (i) above:

Provided that if such officer fails to notify the fact as provided in clause (i), his or her allotment of residence shall be deemed to have been cancelled with effect from the date he, she or such member of his or her family becomes the owner of the said house:

Provided further that where an officer has been allotted a residence before the date of commencement of these rules and he, she or a member of his or her family becomes the owner of a house as aforesaid after such allotment but before that date, such officer may be allowed to retain the residence allotted to him or her if he or she pays—

- (a) the standard rent for that residence as calculated under F.R. 45-B or the pooled standard rent under F.R. 45-A, whichever is higher, with effect from the date of commencement of these rules; and
- (b) for the period prior to such commencement, any rent or damages or both recoverable from him in respect of the occupation of that residence.

(3) Notwithstanding anything contained in sub-rule (1) or (2), a residence may be allotted to an officer, or, if he or she is in occupation of such residence, it may be allowed to be retained by him or her under the provisions of F.R. 45-A, in the event of his or her becoming the owner of a house either in his or her own name or in the name of any other person or in the event of a member of his or her family becoming the owner of a house in the following cases, namely:—

- (a) where the house becomes vested in a trust created by the officer after obtaining the permission of the Government under the conduct Rules applicable to him;
- (b) where the house belongs to the officer as a member of a Hindu undivided family and the competent authority is satisfied that partition of the house by metes and bounds is not feasible to make it fit for an independent residence;
- (c) if the plinth area of the house is less than one-third of the plinth area of the residence of the type to which the officer is eligible for allotment under S.R. 317-Q-3.

Explanation:—

- (a) "House" in relation to an officer or member of his or her family, means a residential house or a part thereof which—
 - (i) is situated in Delhi or New Delhi within 16 Kilometers of the place of duty of the officer by the shortest route or
 - (ii) is situated at any other station of his duty if it is within the municipal limits of such station.

- (b) "Member of family" in relation to an officer, for the purpose of this rule, means the wife or husband, as the case may be, or a dependent child of, such officer.
- (c) In this rule, an officer is said to own a house in the name of any other person if the officer has acquired or transferred a house in the name of such other person—
 - (i) without intending thereby to benefit that person; and
 - (ii) the officer is in actual or constructive possession of the house or enjoys its rents or profits.
- (d) For the purpose of this rule, an officer shall be deemed to be the owner of a house if he or she is in possession thereof under an agreement of sale although the title has not been conveyed to him or her.

(S.R. 317-Q-9) Provisions relating to rent.—(1) (i) Where an allotment of accommodation or alternative accommodation has been accepted, the liability for rent shall commence from the date of occupation or the eighth day from the date of receipt of the allotment, whichever is earlier.

(ii) An officer who, after acceptance, fails to take possession of that accommodation within eight days from the date of receipt of the allotment letter, shall be charged rent from such date up to the end of a period of one month or up to the date of re-allotment of that particular accommodation, whichever is earlier.

(2) Where an officer, who is in occupation of a residence is allotted another residence and he occupies the new residence, within the permissible period of eight days, the allotment of the former residence shall be deemed to be cancelled as from the day of actual occupation of the new residence. He may, however, retain the former residence without payment of rent for that day and the subsequent day for shifting.

(S.R. 317-Q-10) Personal liability of the officer for payment of rent till the residence is vacated and furnishing surety by temporary officers.—(1) The officer to whom a residence has been allotted shall be personally liable for the rent thereof and for any damage beyond fair wear and tear caused thereto or to the furniture, fixtures or fittings or services, if any, provided therein by the Government during the period for which the residence has been and remains allotted to him, and where the allotment has been cancelled under any of the provisions in these rules, until the residence along with the out-houses appurtenant thereto have been vacated and full vacant possession thereof has been restored to Government.

(2) Where the officer to whom a residence has been allotted is neither a permanent nor a quasi-permanent Government servant, he shall execute a security bond in the form prescribed in this behalf by the Government with a surety, who shall be a permanent Government servant serving under the Central Government, for due payment of rent and other charges due from him in respect of such residence and services or any other residence provided in lieu thereof.

(3) If the surety ceases to be in Government service or becomes insolvent or withdraws his guarantee or ceases to be available for any other reasons, the officer shall furnish a fresh bond executed by another surety within thirty days from the date of his acquiring knowledge of such event or fact; and if he fails to do so, the allotment of the residence to him shall, unless otherwise decided by the competent authority, be deemed to have been cancelled, with effect from the date of that event.

(S.R. 317-Q-11) Surrender of an allotment and period of notice.—(1) An officer may at any time surrender an allotment and shall in that case give written notice of such surrender so as to reach the competent authority at least ten days before the date of vocation of the residence and the allotment of the residence shall be deemed to be cancelled with effect from the eleventh day after the day on which the letter is received by the competent authority or the date specified in the letter, whichever is later.

(2) If, however, he fails to give such notice, he shall be liable for payment, in lieu of notice, of rent for ten days or the number of days by which the period of notice given by him falls short of ten days, provided that the competent authority may, in appropriate cases, accept a notice for a shorter period.

(S.R. 317-Q-12) Maintenance of residence.—(1) An officer to whom a residence has been allotted shall maintain the residence and premises in a clean condition to the satisfaction of the competent authority, such officer shall not grow any tree,

shrubs or plants contrary to the instructions issued by the competent authority nor cut or lop off any existing tree or shrub in any garden, courtyard or compound attached to the residence save with the prior permission in writing of the competent authority; trees, plantation or vegetation, grown in contravention of this rule may be caused to be removed by the competent authority at the cost of the officer concerned.

(2) An officer to whom a residence has been allotted shall be required, when he enters into occupation of, and when he vacates the premises, to sign an inventory of the furniture, fittings and the like provided therein.

(S.R. 317-Q-13) Subletting and sharing of residences.—(1) No officer shall share the residence allotted to him or her or any of the out-houses or garages appurtenant thereto, except with the prior permission of the competent authority which may be granted subject to such conditions as he may prescribe in this behalf. The servants' quarters, out-houses, and garages may be used only for bona-fide purposes including residence of the servants of the allottee or for such other purposes as may be permitted by the competent authority.

(2) No officer shall sublet the whole of his or her residence:

Provided that an officer proceeding on leave may accommodate in the residence any other officer eligible to share the residence, as a care-taker, for the period specified in S.R. 317-Q-7(2) but not exceeding six months.

(3) Any officer who shares or sublets his or her residence shall do so at his or her own risk and responsibility and shall remain personally liable for any rent payable in respect of the residence and for any damage, beyond fair wear and tear, caused to the residence or its precincts or grounds or services provided therein by the Government.

(S.R. 317-Q-14) Consequences of breach of rules and conditions.—If an officer to whom a residence has been allotted commits any breach of these rules or makes any improper use of the residence or premises allotted to him or her, or prior to such allotment, knowingly furnishes incorrect information in any application or written statement with a view to securing the allotment, or conducts himself or herself in a manner which, in the opinion of the competent authority is prejudicial to the maintenance of harmonious relations with his or her neighbours, such authority may, without prejudice to any other disciplinary action that may be taken against him or her—

- (a) cancel the allotment and require him or her to vacate the residence or premises and to pay standard rent for that residence or premises as calculated under F.R. 45B with effect from such date as may be specified in the order;
- (b) declare him or her to be ineligible for a fresh allotment for a specified period.

Explanation.—In this rule—

(1) the expression, 'improper use' shall include—

- (i) erecting unauthorised structure in any part of the residence;
- (ii) using the residence or any portion thereof for purposes other than those for which they are meant;
- (iii) unauthorised extensions to electric and water connections and tampering therewith.

(2) the expression 'officer' includes, unless the context otherwise requires, a member of his or her family and any person claiming through the officer.

(S.R. 317-Q-15) Overstayal in residence after cancellation of allotment.—Where, after an allotment has been cancelled or is deemed to have been cancelled under any provision contained in these rules, the residence remains or has remained in the occupation of the officer to whom it was allotted or of any person claiming through him or her, such officer shall be liable to pay damages for use and occupation of the residence, services, furniture and garden charges, equal to the market rent as may be determined by Government from time to time:

Provided that an officer, in special cases, may be allowed by the competent authority to retain a residence on payment of twice the standard rent under F.R. 45-A, or twice the pooled standard rent under F.R. 45-A, where the rents have been pooled, for a period not exceeding six months beyond the period permitted under S.R. 317-Q-7(2).

(S.R. 317-Q-16) Continuance of allotments made prior to the issue of these rules.—Any valid allotment of a residence which is subsisting immediately before the commencement of these rules shall be deemed to be an allotment duly made under these rules notwithstanding that the officer to whom it has been made is not entitled to a residence of that type under S.R. 317-Q-3 and all the preceding provisions of these rules shall apply in relation to that allotment and that officer accordingly.

(S.R. 317-Q-17) Interpretation of rules.—If any question arises as to the interpretation of these rules, the decisions of the Government thereon shall be final.

(S.R. 317-Q-18) Relaxation of rules.—The Government may, for reasons to be recorded in writing, relax all or any of the provisions of these rules in the case of any officer or residence or class of officers or type of residences.

[No. 1(14)/63-RE.I.]

L. R. JAIN, Under Secy.

(Department of Agriculture)

New Delhi, the 23rd November 1964

S.O. 4149.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Central Arid Zone Research Institute (Class I and Class II posts) Recruitment Rules, 1962, namely:—

1. These rules may be called the Central Arid Zone Research Institute (Class I and Class II posts) Recruitment (Second Amendment) Rules, 1964.

2. In the Central Arid Zone Research Institute (Class I and Class II posts) Recruitment Rules, 1962, after rule 4, the following rule shall be inserted, namely:

"4A. Liability to serve in defence services and posts connected with defence.—Every person appointed to the post of Irrigation-cum-Hydrologist or Assistant Hydrologists after the commencement of the Central Arid Zone Research Institute (Class I and Class II posts) Recruitment (Second Amendment) Rules, 1964 shall, if so required, be liable to serve in any defence service or post connected with the defence of India for a period of not less than four years including the period spent on training, if any:

Provided that such person,

(a) shall not be required to serve as aforesaid after the expiry of ten years from the date of appointment;

(b) shall not ordinarily be required to serve as aforesaid after attaining the age of forty years."

[No. 36-1/59-SC(I).]

V. S. NIGAM, Under Secy.

(Department of Agriculture)

New Delhi, the 25th November 1964

S.O. 4150.—Whereas under clause (e) of sub-section (1) of section 5 of the Prevention of Cruelty to Animals Act, 1960 (59 of 1960), the Municipal Corporation of Madras has duly elected Shri Thiru K. Loganathan as its representative on the Animal Welfare Board;

Now, therefore, in pursuance of sub-section (1) of section 4 of the said Act, the Central Government hereby makes the following further amendment to the notification of the Government of India in the Ministry of Food & Agriculture (Department of Agriculture) No. S.O. 921, dated the 20th March, 1962, establishing the Animal Welfare Board, namely:—

In the said notification, for the entry in the first column against item No. 6A, the following entry shall be substituted, namely:—

"Shri Thiru K. Loganathan,
31, Bashyam Reddy First Street,
Otteri, Madras-12".

[No. 19-12/64-LD.]

K. C. SARKAR, Under Secy.

(Department of Agriculture)
New Delhi, the 26th November 1964

S.O. 4151.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules to amend the Directorate of Extension (Class III & IV posts) Recruitment Rules, 1964, published under No. S.O. 1832 dated the 30th May, 1964, namely:—

1. These Rules may be called the Directorate of Extension (Class III and IV Posts) First amendment Recruitment Rules, 1964.
2. In Rule 4 of the Directorate of Extension (Class III & IV Posts) Recruitment Rules, 1964:—

At the end of the Rule 4, the following shall be inserted, namely:—

“Provided further that of the total number of permanent vacancies in each of the Class III and Class IV Posts specified in the schedule to be filled by direct recruitment, not more than on-third may be filled by transfer from among the employees of the State Governments concerned in accordance with the general instructions issued by the Central Government from time to time.

NOTE.—For this purpose there should be a minimum of three permanent vacancies to be filled by direct recruitment during a particular calendar year.”

[No. F. 15-65/60-AE.]

SANTOKH SINGH, Under Secy.

DELHI DEVELOPMENT AUTHORITY

New Delhi, the 25th November 1964

S.O. 4152.—In pursuance of the provisions of sub-section (4) of Section 22 of the Delhi Development Act, 1957, the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the schedule below for placing it at the disposal of the Land and Development Officer, Ministry of Works and Housing, Government of India, New Delhi for further transfer to the Director General of Health Services for the expansion of the Safdarjang Hospital.

SCHEDULE

Two pieces of land measuring 37 bighas 12 biswas bearing khasra No. 2/22, 2/23, 3/2, 3/3, 3/8, 3/9, 3/13 and 10 bighas 5 biswas bearing khasra Nos. 2/21, 3/1, and 3/10 situated in Arkpur Bagh Mochi.

The above pieces of land are bounded as follows:—

Big'as	Bi was	Bighas	Biswas
37	12	10	5
North :	Factory	North :	Factory with Rasta.
South :	Nazul Land	South :	Nazul Land.
East :	American Hospital	East :	Land.
West :	Nazul Land	West :	Pacca Road.

[No. L.2(18)62.]

R. K. VAISH, Secy.

MINISTRY OF LABOUR & EMPLOYMENT

New Delhi, the 25th November 1964

S.O. 4153.—In pursuance of sub-section (5) of section 5 of the Coal Mines Labour Welfare Fund Act, 1947 (32 of 1947), the Central Government hereby publishes the following estimate of receipts into and expenditure from the General Welfare Account of the Coal Mines Labour Housing and General Welfare Fund during the year 1964-65 together with a statement of accounts for the year 1963-64 and a report on the activities financed during that year from the General Welfare Account of the said Fund, namely:—

Estimates of receipts and expenditure 1964-65

Receipts

Expenditure

Rs. 1,65,00,000/-

Rs. 1,69,67,000/-

Statement of accounts 1963-64

Receipts	Rs.	Expenditure	Rs.
Opening balance on 1-4-1963	2,58,22,623	Expenditure during the year	1,50,74,741
Receipts during the year	1,16,8,10,010	Closing balance on 31-3-64	2,75,57,892
TOTAL	4,26,32,633	TOTAL	4,26,32,633

(Provisional figures)

REPORT

Medical facilities:

(a) *Hospitals*.—The two Central Hospitals (one each at Dhanbad and Asansol) and the eight Regional Hospitals at Katras, Tisra, Chora, Jamal, Dhanpuri, Naisaral, Phusro and Kurasia continued to function. Another Regional Hospital at Bhuli is under construction. Work in connection with the expansion of the bed-strength of the Regional Hospital at Jamal—from 30 to 50—is also in progress. To meet the increasing demand for medical facilities at the Central Hospitals at Dhanbad and Asansol, sanction was accorded for expansion of the bed-strength of these hospitals from 250 to 300. The work in this connection has already started in Dhanbad. The total number of new cases of in-patients and out-patients treated at the two Central Hospitals was 20,380 and 78,996, respectively. The number of new indoor and out-door patients treated at the Regional Hospitals was 10,185 and 34,979 respectively.

(b) *Allopathic Dispensaries*.—The two dispensaries at Bhuli and Mugma treated a total number of 13,538 patients. Action is being taken to start a third dispensary at Bhara in the Raniganj coalfields.

Colliery owners, maintaining dispensaries of the prescribed standards were given grants amounting to Rs. 11 lakhs during the year. They have so far been given interest-free loans also to the extent of Rs. 9.93 lakhs for building and equipping dispensaries.

(c) *Ayurvedic dispensaries*.—There were, at the beginning of the year, one Central Pharmacy at Patherdih in Jharia coal fields and 15 dispensaries (four in Andhra Pradesh coalfields, three each in Jharia and Hazaribagh coalfields, two in Madhya Pradesh coalfields and one each in Raniganj, Orissa and Assam coalfields). The total number of patients treated at these dispensaries was 1,14,147.

(d) *Family Welfare Centres and Maternity and Child Welfare Centres*.—There were in all 68 centres. Of these, 53 were Maternity and Child Welfare Centres (run by Jharia, Asansol and Hazaribagh Mines Board of Health with grants-in-aid from the Fund) and 15 Family Welfare Centres (run by the Coal Mines Labour Welfare Fund). Of the latter, 7 were attached to Regional Hospitals and eight were in other areas.

(e) Other Medical Facilities.—

(1) *Anti-T.B. Measures*.—Of the two T.B. hospitals under construction (as adjuncts to the Central Hospitals) at Dhanbad and Asansol, the former started functioning from June 11, 1963. The construction of the out-patient block attached to the Central Hospital at Asansol

is nearing completion. The 50 bed T.B. hospital at Searsol and the 12-bed clinic at Katras continued to cater for the needs of the T.B. patients. Besides, 96 beds were reserved in various sanatoria for the benefit of T.B. patients.

The Domiciliary T.B. Treatment Scheme as well as the scheme for payment of subsistence allowance to the dependents of T.B. patients was continued.

- (ii) *Leprosy Relief*.—The number of beds provided by the Fund in the three leprosy hospitals remained at 54.
- (iii) *Relief for Victims of Cancer*.—The arrangements previously made for the treatment of cancer patients at the Patna Medical College Hospital continued. The number of cases attended to at the Deep X-Ray therapy department during the year was 2131.
- (iv) *Rehabilitation*.—A Rehabilitation-cum-physiotherapy centre is attached to both the Central Hospitals. 6,187 new patients were treated during the year at these two centres.
- (v) *Family Planning*.—All the medical institutions as well as the Family Welfare Centres of the Fund have family planning clinics. Grants-in-aid were paid to colliery owners for providing facilities for family planning at their colliery hospitals. The scheme of cash payment for those who undergo sterilisation operation was continued.
- (vi) *Others*.—Other important activities of the Fund were:—

Establishment of Blood Banks at the Central Hospitals at Dhanbad and Asansol; establishment of Health Promotion Centres; maintenance of ambulance vans; supply of spectacles, dentures, etc., Malaria Control Operation and Anti-Filaria measures.

(f) Education and Recreational Activities. Some relevant statistics are given below:—

	No
Miners Institutes	56
Adult Education Centres	61
Feeder Adult Education Centres	185
Feeder Adult Education Centres (Women)	15
Welfare Centre for women	59
Holiday Home	1
Boarding Houses for Children	2

(g) Other Welfare activities:—

(i) *Water Supply*.—Financial assistance from the Fund was given/sanctioned for augmenting water supply as under:—

- (1) Rs. 37,400 to Bargolai Colliery (Assam).
- (2) Rs. 5,000 to Dilli Colliery (Assam).
- (3) Rs. 14,921 to M/s. West Bokaro, Ltd.

So far the digging of 224 wells with a subsidy of 50 per cent has been undertaken. Of these, 91 wells have been completed;

(ii) *Co-operatives*.—346 credit and consumers' societies were functioning in the different coalfields in 1963-64 as against 250 in the previous year. A non-recurring grant of Rs. 67/- each was paid to 154 of these societies for meeting the preliminary expenses. A wholesale Central Co-operative Store was opened at Bhuli Township in the Jharia coal fields for the purpose of feeding the primary consumer stores of colliery workers. Two wholesale consumers' Co-operatives in the Raniganj and Korea (Madhya Pradesh) coal fields were also set up.

(iii) *Death Benefit Scheme*.—The number of beneficiaries under this scheme was 53 widows and 23 school going children of victims of accidents. The total amount of financial assistance sanctioned was Rs. 30,710/-.

New Delhi, the 27th November 1964

S.O. 4154.—In pursuance of the proviso (a) to sub-regulation (1) of regulation 16 of the Metalliferous Mines Regulations, 1961, the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2793, dated the 23rd September 1963, namely:—

In the Table appended to the said notification, under the heading "U.S.A.", after Serial No. 1 and the entries relating thereto, the following serial number and entries shall be inserted, namely:—

I	II
"2. Wisconsin State College and Institute of Technology, Platteville, Wisconsin.	Bachelor of Science in Mining."

[No. 17/9/64-MI(i).]

S.O. 4155.—In pursuance of the proviso to regulation 17 of the Metalliferous Mines Regulations, 1961, the Central Government hereby makes the following further amendments in the notification of Government of India in the Ministry of Labour and Employment No. S.O. 2795, dated the 23rd September 1963, namely:—

In the Table appended to the said notification, under the heading 'FOREIGN', after Serial No. 8 and the entries relating thereto, the following serial numbers and entries shall be inserted, namely:—

I	II
"9. Wisconsin State College and Institute of Technology, Platteville, Wisconsin.	Bachelor of Science in Mining."
10. Camborne School of Metal- liferous Mining, Cornwall (England).	Diploma of Associateship in Metalliferous Mining."

[No. 17/9/64-MI(ii).]

S.O. 4156.—In pursuance of the second proviso to sub-regulation (1) of regulations 18 of the Metalliferous Mines Regulations, 1961, the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2794, dated the 23rd September 1963, namely:—

In the Table appended to the said notification, under the heading "U.S.A.", after Serial No. 1 and the entries relating thereto, the following serial number and entries shall be inserted, namely:—

I	II
"2. Wisconsin State College and Institute of Technology, Platteville, Wisconsin.	Bachelor of Science in Mining."

[No. 17/9/64-MI(iii).]

S.O. 4157.—In pursuance of paragraph (a) of the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2987, dated the 9th/11th October, 1963, the Central Government hereby makes the following amendments in its notification in the said Ministry No. S.O. 3033, dated the 15th October 1963, namely:—

In the Table appended to the said notification,—

- (i) above the existing entries, the heading "INDIA" shall be inserted;
and

- (ii) after item 9 and the entries relating thereto, the following heading and entries shall be inserted, namely:—

I	II
"FOREIGN Diploma of Associateship in Metalliferous Mining.	Camborne School of Metalliferous Mining, Cornwall (England)."

[No. 17/9/64-MI(iv).]

S.O. 4158.—In pursuance of paragraph (b) of the notification of the Government of India, in the Ministry of Labour and Employment, No. S.O. 2987, dated the 9th/11th October, 1963, the Central Government hereby makes the following further amendments in its notification in the said Ministry No. S.O. 3032, dated the 15th October, 1963, namely:—

In the Table appended to the said notification,—

- (i) under the heading "UNITED KINGDOM", after the existing serial number and entries relating thereto, the following serial numbers and entries shall be inserted, namely:—

I	II
"2. Bachelor of Engineering (Mining).	University of Sheffield.
3. Degree of B.Sc. in Mining.	Leeds University.
4. Degree of B.Sc. in Mining.	Birmingham University."

- (ii) Under the heading "U.S.A.", after the existing serial number of entries relating thereto, the following serial number and entries shall be inserted, namely:—

I	II
"2. Bachelor of Science in Mining.	Wisconsin State College and Institute of Technology, Platteville, Wisconsin."

[No. 17/9/64-MI(v).]

S.O. 4159.—In pursuance of sub-clause (ii) of clause (a) of sub-regulation (1) of regulation 23 of the Metalliferous Mines Regulations, 1961, the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1455, dated the 17th May, 1963, namely:—

In the Table appended to the said notification, under the heading "U.S.A.", after Serial No. 1 and the entries relating thereto, the following serial number and entries shall be inserted, namely:—

I	II
"2. Wisconsin State College and Institute of Technology, Platteville, Wisconsin.	Bachelor of Science in Mining."

[No. 17/9/64-MI(vi).]

S.O. 4160.—In pursuance of clause (ii) of sub-regulation (1) of regulation 24 of the Metalliferous Mines Regulations, 1961, the Central Government hereby makes the following further amendments in the notification of the Government

of India in the Ministry of Labour and Employment No. S.O. 2796, dated the 23rd September, 1963, namely:—

In the Table appended to the said notification, under the heading 'FOREIGN', after Serial No. 8 and the entries relating thereto, the following serial numbers and entries shall be inserted, namely:—

I	II
9. Wisconsin State College and Institute of Technology, Platteville, Wisconsin.	Bachelor of Science in Mining.
10 Camborne School of Metalliferous Mining, Cornwall (England).	Diploma of Associateship in Metalliferous Mining."

[No. 17/9/64-MI(vil).]

R. C. SAKSENA, Under Secy.

New Delhi, the 25th November 1964

S.O. 4161.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras in the industrial dispute between the employers in relation to the Karnataka Bank Limited and their workmen which was received by the Central Government on the 23rd November 1964.

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Monday, the Ninth day of November, one thousand, nine hundred and sixty-four.

(18th day of Kartika—1886-Saka.)

PRESENT:

Sri S. Ganapatia Pillai, B.A., B.L., Industrial Tribunal.

I.D. 35/64

(Between the Workmen and the Management of Karnataka Bank)

BETWEEN:

- (i) The General Secretary,
City Bank Employees' Union,
233, Angappa Naick St., Madras-1.
- (ii) The General Secretary,
All India Bank Employees' Association,
710, Ballimaran, Chandni Chowk, Delhi-6.
- (iii) The General Secretary,
All India Bank Employces' Federation,
26/104, Birhana Road, Kanpur.
- (iv) President and General Secretary,
Bank Employees' Association,
South Kanara, Coondapoor.

(Last mentioned association was impleaded as a party to the reference as per order dated 9th November 1964 on application No. 137/64 filed by that association before this Tribunal).

AND

The General Manager,
Karnataka Bank Limited,
Mangalore-2.

REFERENCE: Order No. 51(45)/64-LR.IV, dated 20th August, 1964, Ministry of Labour and Employment, Government of India, New Delhi.

ISSUE: Whether having regard to the directions contained in the award dated 21st July, 1962 of the National Industrial Tribunal (Bank Disputes), Bombay, published with the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2603, dated the

7th August, 1962, the management of the Karnataka Bank Limited, Mangalore are justified in not paying any bonus to their employees for the year 1962? If not, to what relief are the employees entitled?

This dispute coming on for final hearing this day upon perusing the claim and counter statements and other material papers on record and upon hearing the arguments of Mr. N. Sampath, Assistant Secretary appearing for the City Bank Employees' Union, and All India Bank Employees' Association, New Delhi, the All India Bank Employees' Federation, Kanpur and the Bank Employees' Association, South Kanara, Coondapoor not appearing in person or by counsel and of Mr. U. Narayana Mayya, Agent city branch of the Karnataka Bank for the management, the Tribunal passed the following:—

AWARD

This is a reference made by the Government of India, Ministry of Labour & Employment, New Delhi, in the matter of a dispute between the management and the employees of Karnataka Bank Ltd., Mangalore, regarding the bonus payable for the year 1962. The schedule to the order of the Government of India referring the dispute sets out the question thus:

“Whether having regard to the directions contained in the award dated the 21st July, 1962 of the National Industrial Tribunal (Bank Disputes), Bombay, published with the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2803, dated the 7th August, 1962 the management of the Karnataka Bank Ltd., Mangalore are justified in not paying any bonus to their employees for the year 1962? If not, to what relief are the employees entitled?”

The registered office of this bank is at Mangalore. But it has branches in two States, Mysore and Madras. The dispute was raised by the General Secretary, City Bank Employees' Union of Madras which is an association of bank employees affiliated to the All India Bank Employees' Association, New Delhi. The claim statement filed by the employees' union sets out the claim of the employees for bonus for the year in question based upon the figures published in the printed balance sheet and profit & loss account of the Bank, which is marked as Ex. M-1. The employees have also filed a working sheet which is marked Ex. W-1, according to which the available surplus profit will be Rs. 66,818/-. The claim of the employees is for a share amounting to 87 per cent of this available surplus based upon what is called the “Desai Award”.

The management disputes the claim of the employees on two grounds. The first is that the “Desai Award” as such will not apply, but it should apply as modified by the resolution of the Ministry of Labour & Employment, Government of India, No. W.B.20(3)64, dated 2nd September 1964. The second contention raised by the management is that the City Bank Employees' Association, Madras, has no *locus standi* to raise this dispute as a majority of the employees of this bank is represented by the Bank Employees' Association, South Kanara, Coondapur. That union has filed an application No. 137 of 1964 to implead them as a party to this dispute. Intimation of this application has been sent to all parties to the dispute and to-day none of the office-bearers of the Bank Employees' Association, South Kanara, Coondapur has appeared before this Tribunal. However, I have impleaded them as a party to this dispute as they are also interested in the matter and any award made herein would bind them also. After all it is unnecessary to wait for the appearance of the Bank Employees' Association, South Kanara, as they are not likely to have any interest adverse to the City Bank Employees' Union of Madras in regard to this matter because it is common ground that no bonus has been paid for the year 1962 by the bank so far.

Mr. U. Narayana Mayya representing the management asked for an adjournment on the ground that he has to get instructions from the Head Office to proceed with the case. This matter was already adjourned at his request on the prior occasion, viz., 12th October 1964 and I do not therefore consider the second request for adjournment as reasonable and I refuse it.

The first question for determination is whether, having regard to the resolution of the Government of India mentioned above, the Desai Award alone should be applied to this dispute or the principles of the Desai Award set out in the order of reference as modified by the recommendations of the Bonus Commission should be applied.

Strictly speaking the contention of the representatives of the Bank employees that since the recommendations of the Bonus Commission have not yet become law, this Tribunal would be bound to give effect only to the recommendations

of the Desai Award would appear to be legally correct, but as the resolution of the Government of India has already been published in a Gazette Extraordinary and it is only a question of time before the recommendations of the Bonus Commission as accepted by the Government of India are embodied in a statute which would be applicable to this dispute, on equitable grounds I decide that the principles of Desai Award as modified by the recommendations of the Bonus Commission should be held applicable to this case and I proceed to decide the dispute accordingly.

The modifications indicated by the Bonus Commission are set out in paragraph 56 of the Report of the Bonus Commission. All objections raised by the management based upon these modifications I propose to give effect to. The net profit of the bank for the year in question is Rs. 2,16,317-00. There is no dispute about it. To this must be added a sum of Rs. 7,505-00 even as donations and bonus for the year 1961 but paid in 1952 amounting to Rs. 19,210-00. The total net profit therefore comes to Rs. 2,43,032-00. So far there is no dispute. But on the prior charges there is dispute with reference to 4 items. The first item of dispute relates to 20 per cent allocation to the reserve fund which is obligatory on the banks under Section 17 of the Banking Companies Act. The contention of the union is that this 20 per cent should be calculated on the net profit after making provision for taxes. But the management on the other hand contends that this 20 per cent should be calculated on the net profit before allocation or provision for taxes. In the Desai Award it is made clear, as laid down at paragraph 98, that it is obligatory on the banks to transfer 20 per cent to the reserve fund to comply with the provisions of Section 17 of the Banking Companies Act only after deducting the provisions for taxation from the net profit. But the Bonus Commission's recommendations made no distinction in this matter between the Banking companies and other companies because sub-clause (2) of paragraph 56 of the recommendations says:

"Our recommendations in regard to Super Profits Tax, Donations, Extraneous profits and losses will also apply to Banks."

There is no specific provision in regard to this matter in the recommendations of the Bonus Commission. Therefore taking the view that the banking companies should be treated on a par with other companies, according to the recommendations of the Bonus Commission, the contention of the management will be correct, that is to say, the allocation of 20 per cent to the reserve fund should be calculated on the total net profits before deduction of provision for taxation in which case the sum which will be a prior charge under this head will be Rs. 42,279/- instead of Rs. 25,651/- as given in the work sheet Ex. W-1.

The next point upon which the parties are at variance relates to the return on paid-up capital. In the work sheet Ex. W-1 this return is provided for at 6 per cent while the management claims 7 per cent in accordance with the recommendations of the Bonus Commission. Allowing 7 per cent for the reason which I have already stated the amount which will be a prior charge under this head will come to Rs. 51,510/- instead of Rs. 41,208/-.

The third point upon which the parties are at variance relates to return on the reserves. Two questions are raised by the management. The first is the rate of return and the second is the quantum of other reserves. There is no dispute about the statutory reserve as published in the balance sheet. Regarding the rate, according to Desai Award $4\frac{1}{2}$ per cent will be sufficient return. But the Bonus Commission's recommendations now provide for a 5 per cent return. For the reasons already given by me I allow a 5 per cent return on the statutory reserve. The next contention of the management is that apart from the statutory reserve they are entitled to a return on other reserves which they indicate as investment fund, dividend equalisation fund and common good fund. The amounts are mentioned in page 3 of the counter statement of the management. These funds do not find a place in the published balance sheet and profit & loss account of the bank. I am therefore unable to accept the contention of the management.

In arriving at the average of the reserves used as working capital including the statutory reserve, the union has taken the average of the two figures, that relating to the 31st December, 1961 and the figure relating to 31st December, 1962. That is the procedure which is usually adopted by this Tribunal in arriving at the average of the reserves used as working capital, for the purposes of return. I, therefore, accept the contention of the union in this matter with regard to the quantum of reserve upon which return should be allowed, but as regards the rate of return, I accept the contention of the management. Therefore instead of the sum of Rs. 16,370/- indicated in Ex. W-1 under this head the correct figure should be Rs. 18,190/-.

There is another prior charge claimed by the management and it relates to depreciation. The sum of Rs. 4,921/- shown in the work sheet Ex. W-1 represents the difference between depreciation claimed before the income-tax authorities and the depreciation actually shown in the balance sheet. The union has no objection to this sum being allowed as a prior charge.

Thus, the net available surplus will be Rs. 38,068/- instead of Rs. 66,818/- as shown in the working sheet Ex. W-1.

The last question for consideration is whether the claim of the union for 87 per cent of the available surplus for distribution as bonus should be upheld or I should apply the recommendations of the Bonus Commission and adopt 60 per cent of the available surplus or a minimum of 4 per cent of the annual earnings of the employees.

There is one other question in regard to this matter which must be mentioned. The Desai Award did not indicate what percentage should be allocated out of the available surplus for distribution as bonus to the employees except indicating that a major portion of the available surplus should be distributed as bonus to the employees. The Desai Award therefore does not give any precise indication as to the percentage of the allocation for bonus out of the available surplus. On the other hand the recommendations of the Bonus Commission give precise direction and guidance on this matter. Accepting the recommendations of the Bonus Commission, I am bound to allow 60 per cent of the available surplus for distribution as bonus payable to employees for the year 1962. 60 per cent of the available surplus will be more than 4 per cent of the basic wage and dearness allowance of the employees. The employees are therefore entitled to ask this Tribunal to allocate 60 per cent which roughly works out to Rs. 22,340/-. This sum represents approximately 6.17 per cent of the total annual basic wage and dearness allowance of the employees. In order to facilitate easy calculation of the amount payable to each employee as bonus for the year 1962, I find and award that the management will pay 6 per cent of the annual wage and dearness allowance to every employee as bonus for the year in question. The bonus granted hereunder will be payable to all employees who were in service during the year in question.

There will be an award accordingly. In the circumstances of the case I do not award costs to any party.

(Sd.) S. GANAPATHIA PILLAI,

Industrial Tribunal.

The 9th November 1964.

Witnesses examined for the Workers: "Nil".

Witnesses examined for the Management: "Nil".

Documents marked for Workers:

Ex. W-1 D/Nil.—Work sheet filed by the Assistant Secretary, All India Bank Employees' Association.

Documents marked for Management:

Ex. M-1. D/Nil.—Thirty-ninth Annual Report and Statement of Accounts of the Karnataka Bank for the year ended 31st December, 1962.

NOTE.—Parties are directed to take return of any document or documents etc. filed by them within six months from this date.

[No. 51(45)/64-LRIV.]

New Delhi, the 28th November 1964

S.O. 4162.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the Visakhapatnam Port Trust, Visakhapatnam and their workmen which was received by the Central Government on the 16th November 1964.

**BEFORE THE HON'BLE INDUSTRIAL TRIBUNAL, ANDHRA PRADESH,
HYDERABAD**

PRESENT.

Dr. Mir Siadat Ali Khan, M.A., LL.B., Fazel (Osm); B.C.L., (Oxon); D. Phil., (Oxon); Bar-at-Law; (Lincoln's Inn) (London); Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No. 37/1964

BETWEEN:

Workmen of Visakhapatnam Port Trust, Visakhapatnam

AND

The Management of Visakhapatnam Port Trust, Visakhapatnam.

APPEARANCES:

Sri B. G. M. A. Narasinga Rao, President, Dock Workers Union, Visakhapatnam, for the Workmen.

Sri K. Shridharan, Deputy Traffic Manager, Visakhapatnam Port Trust, on behalf of the Employers.

AWARD

The apprehended industrial dispute between the employers in relation to the Visakhapatnam Port Trust and their workmen was referred for adjudication by the Government of India, Ministry of Labour & Employment dated 15th September 1964 with the following issues framed in the Schedule, viz.,

"What should be the decasualisation scheme for the Ore handling workers (including Hookmen, Tally Clerks and Supervisors) in Visakhapatnam Port with due regard to the Resolution of the Government of India in the Ministry of Transport and Communications (Department of Transport) No. 23-PLA (87)/58 published in the Gazette of India Extraordinary Part I Section 1, dated the 21st July 1958, with special reference to the following:—

- (a) Rates of wages, (b) Gear Charges, (c) daily guaranteed minimum wage, (d) Attendance allowance, (e) Introduction of 8 hours shift, (f) Special allowance for night shift, (g) Paid National Holidays, (h) Paid weekly rest day, (i) Provision of living accommodation."

2. The industrial dispute was registered here at No. 37/64. The workmen were directed to file the Claims Statement on 3rd October 1964. Instead, they wrote that a settlement has been arrived at. I directed the parties to file the original settlement and arrange for the identification of signatures on it. Accordingly, now Sri K. Shridharan, Deputy Traffic Manager, Visakhapatnam Port Trust, on behalf of the employers and Sri B. G. M. A. Narasingarao, President, Dock Workers' Union, Visakhapatnam, have appeared before me and filed the original compromise and I got the signatures identified to my satisfaction.

3. Regarding the decasualisation scheme, the parties have agreed to consider the regular decasualisation scheme after 1st July 1965. Meanwhile, they have agreed under the term at serial 1 of the terms of settlement that, 800 workmen and all the maistries should be classified as workmen of B—Category, on the basis of the attendance during the last 12 months, and the remaining workmen are to be treated as Category—C workmen.

Regarding hook-men, tally clerks and supervisors, the settlement recalls that the Port has already placed all these workmen in Category—B since 1st August 1964, and that, they are already allowed attendance money of Re. 1/- per day for the days they are present and work is not offered and, by the settlement now under consideration the wages of tally clerks and hook-men are fixed at Rs. 3-50 Ps per day and those of supervisors at Rs. 5-50 Ps.

Regarding the other matters to which special reference has been given in the Schedule to the order of reference, viz.,

- (a) Rates of wages; (b) Gear Charges; (c) Daily guaranteed minimum wage; (d) Attendance allowance; (e) Introduction of 8 hours shift; (f) Special allowance for night shift; (g) Paid National Holidays; (h) Paid Weekly rest day; and (i) Provision of living accommodation;

the settlement under the term at serial 2 of the settlement has provided for an increase of 20% on skip basis over the existing rates and 12½% for the work on the jetty side for piece-rate wages of the ore handling workers in the East Yard Dumps.

On gear charges, it is recalled in serial 3 of the terms of settlement that the Port Trust has already settled this matter by agreeing to pay Re. 0-06 Ps. per ton for all ores.

Regarding daily minimum wage rate, the Port Trust has agreed to fix a daily wage of Rs. 3-25 Ps. for workmen and Rs. 4-25 Ps. for maistrles. The attendance allowance is agreed at Re. 1/- per day for the B-Category workmen and the maistrles, for the days they are present and work is not offered to them. About 8 hours shifts, agreement has been reached on the introduction of three shifts each of 8 hours.

Regarding night shift allowance and paid weekly day of rest, it is agreed that these will be considered along with the regular de-casualisation scheme.

Regarding paid holidays, the agreement is reached to grant 3 National Holidays with daily wages to B-category workmen, maistrles and also to hook-men, tally clerks and supervisors.

On accommodation, the Port has undertaken to provide four more thatched sheds. It is also agreed that the terms at serials 1, 2, 4, 5, 6 and 8 of the settlement will be given effect to from 10th October 1964.

4. I considered the terms of settlement in the light of the issues referred in the Schedule. I am satisfied that they covered all the issues referred and, I, therefore, pass an Award in the terms of the compromise. For the sake of clarity, I direct also that the Memorandum of Settlement shall be published as part of this Award as Schedule to the Award.

Award accordingly, given under my hand and the seal of the Court this the 10th Day of November, 1964.

(Sd.) M. S. ALI KHAN,
Industrial Tribunal.

SCHEDULE

Memorandum of settlement arrived at under section 12(3) of the Industrial Disputes Act in the Industrial Dispute between Visakhapatnam Port Trust and their workmen represented by the Dock Workers Union, Visakhapatnam, in the course of conciliation proceedings held by the Conciliation Officer (Central) Visakhapatnam on 21st September 1964 in the office of the Chairman, Visakhapatnam Port Trust.

PARTIES PRESENT:

- (1) *Representing Employers:* Sri C. R. Reddy, Chairman, Visakhapatnam Port Trust, Visakhapatnam.
- (2) *Representing Workers:* Sri B. G. M. A. Narasingarao, President, Dock Workers Union, Visakhapatnam.

SHORT RECITAL OF THE CASE

The President of the Dock Workers Union, Visakhapatnam by his letter dated 20th February 1964 addressed to the Chairman (The then PAO), Visakhapatnam Port Trust, raised certain demands for decasualisation of export ore handling labour, enhancement of wage rates etc. This was followed by a threat of strike in the Union's letter dated 14th August 1964. Conciliation proceedings were held by the Conciliation Officer, Visakhapatnam, on 25th August 1964 and by the Deputy Chief Labour Commissioner (Central) from 3rd to 5th September 1964. The Export Ore Handling workers struck work from 15th September 1964. The Government of India (Ministry of Labour and Employment) by their letter dated 15th September 1964 ordered for reference of the dispute to the Industrial Tribunal, Hyderabad, for adjudication. As a result of further discussions held on 21st September 1964 a settlement was reached on the following terms and conditions:

Terms of Settlement

(1) *Decasualisation.*—The Port Trust is agreeable to classify 800 (Eight hundred) workers and all the maistrles as 'B' category. The selection of the workers will be made on the basis of the attendance during the preceding 12 months, i.e., those who have put in the maximum attendance. The balance of workers on the registers will be treated as 'C' category workers.

The Port Trust is also agreeable to consider the regular decasualisation scheme after 1st July 1965.

(2) *Wage rates.*—The piece rate wages of the ore handling workers in the East Yard Dumps will be enhanced by 20% on skip basis over the existing rates, and the rates for the work on the jetty side will be enhanced by 12½%. This will apply not only for loading but also for lead.

(3) *Gear Charges.*—The Port Trust has already settled this matter by agreeing to pay 0.06 Ps. per ton for all ores.

(4) *Daily minimum Wage rate.*—The Port Trust is agreeable to fix a daily wage of Rs. 3.25 for workers and Rs. 4.25 for maistries.

(5) *Attendance allowance.*—The Port Trust is agreeable to pay an attendance allowance of Re. 1.00 per day for the 'B' category workers and maistries for the days they are present and work is not offered to them.

(6) *Eight-hour shifts.*—The Port is agreeable to the introduction of 3 shifts each of 8 hours.

(7) *Night Shift allowance.*—This will be considered along with the regular decasualisation scheme.

(8) *Paid Holidays.*—The Port is agreeable to grant 3 National Holidays with daily wages (Republic Day, Independence Day and Mahatma Gandhi's Birth Day) in a year for 'B' Category workers and maistries.

(9) *Paid Weekly day of Rest.*—This will be considered along with the regular decasualisation scheme.

(10) *Accommodation.*—The Port will provide 4 more thatched sheds. Items 1, 2, 4, 5, 6 and 8 will be given effect to from 10th October 1964.

(11) *Hookmen, Tally Clerks and Supervisors.*—The Port has already placed these workers in Category 'B' since 1st August 1964. The Port is agreeable to fix the daily wages as follows from 1st September 1964:—

Tally Clerks and Hookmen	... Rs. 3.50 per day
Supervisors	... Rs. 5.50 per day

They are already allowed attendance money of Re. 1/- p.d. for the days they are present and work is not offered.

National Holidays.—They will be allowed 3 National Holidays with daily wages (Republic Day, Independence Day and Mahatma Gandhi's Birth Day).

The Union agrees to call off the strike and the workers will resume work from the first shift of 23rd September 1964.

Both parties agree to file this Memorandum of Settlement before the Honourable Tribunal with the request to record it as a settlement.

Representing Management:

Sd/- C. R. REDDY,
Chairman, 21-9-64,
Visakhapatnam Port
Trust, Visakhapatnam.

Representing workmen:

Sd/- B. G. M. A. NARASINGARAO, President
Dock Workers Union, Visakhapatnam.

Sd/-
M. R. Raju, 21-9-1964,
Conciliation Officer, (Central),
Visakhapatnam.

Witnesses:—

1. Sd/- K. G. Gopala Rao,
Labour Officer.
2. Sd/- T. Tulasidas,
P.A. to the Chairman,
Visakhapatnam Port Trust.

M. S. ALI KHAN,
Industrial Tribunal.

[No. 28/90/64/LR.IV.]

S.O. 4163.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between Messrs Sindhu Hochtief (India) Limited, Bombay and their workmen represented by the Kandla Port and Dock Mazdoor Sangh, Gandhidham (Kutch) which was received by the Central Government on the 23rd November, 1964.

BEFORE SHRI PRATAP DIALDAS, BOMBAY

(Arbitrator appointed under Section 10-A of the Industrial Disputes Act)

In the matter of Arbitration

BETWEEN

Messrs Sindhu-Hochtief (India) Ltd., of Bombay—*Employers*.

AND

The Workmen of the said Company, through

the Kandla Port and Dock Mazdoor Sangh, Gandhidham—*Employees*.

Representing Employers: Shri R. G. Abhi, Shri D. H. Hiranandani, Mr. Hans Kelm, Directors of the Company.

Representing Workmen: Shri B. H. Dave, General Secretary, Kandla Port & Dock Mazdoor Sangh, Gandhidham, Kutch.

AWARD

Pursuant to the Order made by the Under Secretary, Ministry of Labour and Employment, Government of India, New Delhi, dated the 26th August, 1964, made under sub-section (3) of Section 10A of the Industrial Disputes Act, the dispute arising out of the demands made by the workmen of Messrs Sindhu-Hochtief (India) Ltd., through their Union—The Kandla Port and Dock Mazdoor Sangh, Gandhidham, has been referred to my sole arbitration. The dispute is based on an agreement dated 6th August, 1957 arrived at before the Conciliation Officer (Central) II—Bombay, by and between Messrs Sindhu-Hochtief (India) Ltd., hereinafter referred as "The Company" and the Kandla Port and Dock Mazdoor Sangh hereinafter referred as "the Union". The terms of the said agreement are as under:—

1. The parties shall refer the workers' demand for bonus for the years 1954-55 and 1955-56, 1956-57 and till the date of the closing down of the establishment for an arbitration under Section 10A of the Industrial Disputes Act, 1947 as amended till date, to a single arbitrator (or a panel of three arbitrators) to be agreed upon by the parties hereto, otherwise to a panel of three arbitrators, consisting of the Presiding Officer of the National Tribunal and one arbitrator by either party to the reference. In such a case, the Presiding Officer of the National Tribunal shall act as the Chairman. The majority decision of the Board of Arbitration so formed shall be binding on both.
2. The Board of Arbitration shall have powers to decide the extent of and the manner in which the unclaimed and/or undistributed bonus shall be utilized.
3. Such arbitration shall be held within three months from the date of the expiry of terms of the contract including the maintenance period between the Government and the Sindhu-Hochtief (India) Private Ltd., Gandhidham.
4. This agreement as pointed out in the short recital of the case shall supercede the previous agreement of 9th April 1957.

Before the above-mentioned Order of the Government of India, dated 26th August, 1964 was notified, the Company addressed me a letter dated 17th August, 1964 stating that "In consideration of the offer of Kandla Port and Dock Mazdoor Sangh, dated 8th July, 1964 requesting you to be the Sole Arbitrator to settle the above matter, the Board of Directors of the Company in their 83rd Meeting held on 13th August 1964 agreed to accept the Union's offer and request you to be the Sole Arbitrator in the above matter. A certified copy of Board Resolution No. 1406 on the subject is forwarded herewith for your record and information. We now request you kindly to send us your consent in writing to be the Sole Arbitrator in the above dispute."

After obtaining my consent, a reference was signed on the same date i.e. 17th August, 1964 by Messrs H. Kelm and R. G. Abhi, on behalf of the Company and Shri B. H. Dave on behalf of the Union, and a preliminary hearing was held whereafter a letter was addressed to me on the same date under the joint signatures of Shri R. G. Abhi for the Company and Shri B. H. Dave for the Union, stating that "At the preliminary hearing of the above case on 17th August, 1964

the parties present agreed that though the terms of reference did not specifically mention officers, it was the understanding and agreement between the parties that the award will cover workmen as well as officers who were not employed under any specific contract."

Thereafter some further hearings were also held and the parties were apprised of the proceedings of these hearings. After the notification in Gazette about my appointment was published, a further hearing was held on 16th September, 1964, when the proceedings of the previous hearings were confirmed by me with concurrence of the parties, who were then present.

Apart from the parties informing me that the understanding and agreement between them had been that my award will cover workmen as well as officers who were not employed under any specific contract (which they also conveyed to me in their joint letter quoted above) the parties also arrived at a mutual agreement regarding the following points:—

- (a) That the surplus profits available to the Company were to be shared between it and the workmen and the staff of the Company and the principal questions for consideration of the arbitrator were to determine the quantum of the surplus profits and the proportion in which the profits would be distributed.
- (b) The date of the closing down of the establishment should be deemed to be 31st March, 1964, so that the period of 1st April 1954 to 31st March 1964 would be the basis for the payment of the bonus; but for calculating the available surplus profits, the period prior to 1st April 1954 as well as the period of the financial year 1964-65 shall be taken into consideration.
- (c) The disbursement of bonus should be on the basis of the retrenchment compensation paid so far or as would have been paid, but was not paid for some reason or the other (excepting in the cases of dismissal on account of riotous or violent behaviour on the work premises, theft, fraud, misappropriation or sabotage) and was payable also to those who are still in the employment of the Company.
- (d) Both the parties also expressed that the undisbursed amount, if any, should be utilised for the welfare of the workmen residing at Gandhidham.
- (e) It was further desired by the parties that special consideration be given to the cases of the staff whether on daily rate basis or monthly payment who lost their lives during the total period of the operation of the Company whether due to an accident while on duty or died otherwise as well as to the cases where an employee while on duty received injuries and was disabled.

The proceedings were started immediately after the reference was signed on the 17th August, 1964. At the hearings, the Company was represented by Messrs R. G. Abhi, D. H. Hiranandani and H. Kelm, who are all Directors of the Company and the Union was represented by Shri B. H. Dave, General Secretary of the Kandla Port and Dock Mazdoor Sangh, Gandhidham. Several hearings since then were held and parties filed their objections and a number of statements and other documents which were examined in detail and at the last hearing held on the 30th October, 1964, the parties confirmed that they had put forth all the facts relating to their respective cases and had supplied all the statements they wanted to in support of their respective cases and they had nothing further to add.

1. Before recording my findings, it may be necessary to point out the background of the Company and some peculiarities of this case. This Company was sponsored in 1952 by some well-known Indian and Foreign firms of contractors who had succeeded in securing the Government contract for the construction of the harbour of Kandla and had thereafter formed the Company for the execution of that work. Thus, the Company had been formed for a specific purpose and that purpose having been fulfilled, the Company is now in the process of being wound up.

The paid-up Capital of the Company is 25.02 lacs divided into 2,502 shares of Rs. 1,000 each, which at present are held by two sponsors. 1,252 Shares by The Sindhu Resettlement Corporation Limited—a welfare organization—formed 17 years ago at the time of the partition of the Country, for the purpose of resettling displaced persons from Western Pakistan in the new township of Gandhidham to be developed in the vicinity of the then proposed Major Port of Kandla. And

1,250 shares of Messrs. Hochtief A. G., a well-known German firm of Construction Works of an international repute.

2. Although the Company was producing annually its Profit and Loss accounts, it did not give any bonus to its employees, because in the terms of what is stated in the short recital of the case mentioned in the aforesaid agreement dated 6th August, 1957 between the Company and the Union, (Ex. A)—“It was understood from the management that it was not possible for them to consider the demand of bonus made by their workmen as the contract for the Kandla Port Works had not still been completed fully. Besides, under the contract with the Government, they had furnished a huge sum of money as Security Deposit and such sum will be refunded either in whole or in part only after the satisfactory completion of the maintenance period which was three years from the date of completion of works.”

Thereafter, although the work of the Kandla Port was completed long ago and maintenance period of three years had also expired, the Security Deposit lying with the Port Development authorities had not been released, as a number of disputes had in the meanwhile arisen between the Company and the Government which disputes were under arbitration. These disputes by now are all settled and most of the retained amounts have been released to the Company.

3. To start with, the Company placed before me summary of surplus stated to be as per the Bonus Formula for the accounting year 1952/53 to 1963/64 reflecting a total surplus figure of Rs. 18.72 lacs which according to the Company were the surplus available for distribution. The Company also appended to that summary, statements showing how the surpluses or deficits had been worked out from year to year (Ex. B).

The Union challenged this summary and submitted a written statement (Ex. C) as well as a counter summary along with the supporting statements worked out on the same basis, (Ex. D) under which according to them the correct figure of available surplus for the same period was Rs. 53.04 lacs and not Rs. 18.72 lacs. The Company thereafter filed their objections in writing marked Ex. E regarding the points raised in the statement of the Union (Ex. C). The Union in the meanwhile, because of its contention that the recent report of the Bonus Commission was applicable to this case, submitted a revised statement marked Ex. F.

The Company's view was 'the Bonus Commission Report cannot have retrospective effect.' 'We will have no objection to adopt the laid down formula' (Ex. E). Subsequently the parties agreed that excepting for the question of the return allowed on the Capital and the apportionment of the surplus available, the procedure suggested in that report may be considered for other calculations.

4. I shall firstly deal with the points of contention between the parties relating to the Company's summary (Ex. B) and record my findings:

- (i) The Union contended that the Company's statement contained an error of Rs. 3.68 lacs in the calculations relating to the year 1957/58. This contention was accepted by the Company, and accordingly the available surplus according to the Company itself works out as $18.72 + 3.68 = \text{Rs. } 22.40$ lacs.
- (ii) In working out its summary, the Company had assumed 12 per cent return on its paid up capital of 25.02 lacs which for the period of 12 years worked out to be Rs. 33.62 lacs. The Union, however contended that the return allowed on the capital should be 7 per cent and not 12 per cent. The figure for the period of 12 years at 7 per cent return worked out to be Rs. 19.60 lacs, leaving a difference of Rs. 14.02 lacs between the two figures of the return on the share capital of the Company.

The Company in support of its claim argued that 12 per cent return on Capital should be allowed as the Capital was under great stress and hazard due to the nature of the work at Kandla which was entirely a pioneering effort and the condition of the work was quite unknown and that the work executed was at a great risk and cannot be regarded in the same way as an ordinary work (Ex. E).

Under the laid down formula, the return on Capital allowed might not have been more than 6 per cent. But taking into consideration the various circumstances relating to this dispute and the arguments of the parties, I hold that the return allowed on the Share Capital should be 8 per cent.

I therefore award that Rs. 11.22 lacs being the difference between 12 and 8 per cent be added to the surplus profits available for distribution.

Thus the previous figure of this surplus being Rs. 22.40 lacs, the total now would be $22.40 + 11.22 = \text{Rs. } 33.62$ lacs.

- (iii) In working out the summary of the surplus profits, the Company had appropriated 4 per cent return on what, in the annual statements (Ex. B) had been termed as "Working Capital" or as "Reserves used as Working Capital". The total of this return appropriated by the Company during the period of 12 years was Rs. 24.57 lacs.

The statements of computation of annual available surpluses attached to the summary (Ex. B) showed that the Company had been taking the figures of depreciation and provision for taxes averaged between closing and opening balances, adding to it averages of some other figures and was treating the resulting totals as Working Capital on which it had been charging the return of 4 per cent.

The Union vehemently opposed this procedure and challenged the appropriation of such a large sum by the Company. The Union, however, conceded some amount of return as indicated in the counter summary (Ex. D) it had submitted. The total amount of the return conceded by the Union on this count worked out to be Rs. 7.98 lacs, which the Union held was calculated at 4 per cent return on the Working Capital actually used by the Company. In the revised statement (Ex. F) the Union however was prepared to allow 50 per cent more, i.e. in all $7.98 + 3.97 = \text{Rs. } 11.95$ lacs.

The representatives of the Company in support of their case submitted a copy of an opinion which according to them they had obtained from a well-known firm of solicitors in Bombay. That opinion is reproduced as under:—

"We refer to Mr. Hiranandani's recent call on us in the company of your Mr. Mansukhani when we were asked to advise whether the Company would be entitled to a return on accumulated depreciation as at the opening of the year of bonus.

Prior to the Supreme Court ruling on this point, certain Benches of the Labour Appellate Tribunal took the view that unless the accounts disclosed the existence of a depreciation reserve or depreciation fund, no return could be given on accumulated depreciation which had been used as working capital. However, these decisions were obviously illogical in that they laid a premium on the method of accounting and completely ignored that a recognised method of accounting was to show fixed assets and furniture etc. at cost less depreciation, detailing the depreciation charged from year to year in the schedule of assets.

The Supreme Court of India, in the leading case of Associated Cement Companies Limited Vs. their workmen, reported in 1959 I I.L.J. 644 at page 667 held that no distinction should be made between reserves used as working capital and depreciation fund similarly used and that it is the fact that the funds in the hands of the concerns has been used as working capital that justified the claim for an adequate return on it. The Court observed that it was common sense that if a concern utilizes liquid funds available in its hands for the purpose of meeting its working expenses rather than borrow the necessary amounts, the concern is entitled to claim some reasonable return on the funds thus used. Of course, the employer must show that the amount of accumulated depreciation was in fact available and that it had actually been used as working capital during the relevant year.

It is now clearly established that accumulated depreciation would be entitled to a return if it was available at the beginning of the bonus year and had in fact been used during the year in the business of the company as part of the working capital.

There have been subsequent Supreme Court decisions which reaffirm this position but almost all these make reference to the case cited above and we do not, therefore, think there is any point in our setting out these cases."

In my opinion, the portions underlined by me are highly significant and important. Extracts from two subsequent decisions of the Supreme Court may also in this connection be quoted—

Return of Reserve.—"It is now well-settled that a balance sheet cannot be taken as proof of a claim of what portion of reserves has actually been used as a working capital and that the utilization of a portion of reserves as working capital had to be proved by the employer by evidence on affidavit or otherwise, after giving opportunity to the workmen to contest the correctness of the evidence by cross-examination."

Supreme Court. Bengal Kagazkal Mazdoor Union & Others 1963 II L.L.J. p. 358.

Return on Reserve.—"A mere affidavit filed by an officer of the Company collating the various figures shown as reserves and setting them out as deducted from the balance sheet could not be taken as a proof of the fact, that the same were used as working capital during the relevant period".

Supreme Court. Textile Machinery Corporation, 60 II L.L.J. p. 34.

It may be mentioned here that the Company at no stage produced any evidence to show 'that the amount of accumulated depreciation was in fact available and that it had actually been used as working capital', in order to justify the return it had appropriated nor had it 'proved by evidence on affidavit or otherwise after giving opportunity to the workmen to contest the correctness of that evidence.' On the contrary, amongst the statements submitted by the Company, I have come across evidence indicating that in a particular period the Company had taken a return on the so-called working capital, when no amount could have been used by it as such.

At that time the Company was doing no business, and had large funds lying idle with it and yet a return at 4 per cent had been charged on a sum of Rs. 36 lacs termed as 'Reserves averaged between opening and closing balances', when no amount whatsoever could have in fact been used by it as working capital. I have dealt with that evidence in the last part of para 7 of this award.

In the light of the legal opinion the Company had submitted and decisions of the Supreme Court quoted above, there would be justification in even rejecting the entire claim of the Company amounting to Rs. 24.57 lacs appropriated as a return on the so-called 'Working Capital' or the 'Reserves used as Working Capital'.

Since however the representative for the Union had conceded that a return of 11.95 lacs on the 'Working Capital' actually used by the Company might be allowed, I hold that a sum of Rs. 11.95 alone be taken as the return on Working Capital as against Rs. 24.57 lacs claimed by the Company. I therefore award that the difference of 12.62 lacs on this account also should be added to the figure of the available surplus bringing that total now to 33.62 plus 12.62=46.24 lacs.

5. Findings so far recorded relate to the contentions of the parties about the points arising out of the statements based on the annual balance sheets of the Company for the period of 12 years, i.e. from 1952-53 to 1963-64. The Union raised some other points and demanded that further additions be also made to the figure of the available surplus. These points were as under:—

- (i) The Balance Sheets of the Company showed that the sponsors had from time to time advanced loans to the Company for which the Company had paid them interest at the rate of 9 per cent. The total amount paid by way of interest to the sponsors was Rs. 10.04 lacs.

The Union contended that the rate of 9 per cent was excessive and should have been at the most 6 per cent, so that the difference of Rs. 3.28 lacs be reverted and added to the profits. (Ex. C).

The Company's case was that the interest of 9 per cent charged by the shareholders was actually on the lower side, as at that time the Banks were not prepared to extend any more credit facilities and the shareholders had undoubtedly lent the monies under great risk. (Ex. E).

- (ii) The Union further contended that the sponsors had charged 3.62 per cent on the working bills as Advisory Fees and had taken away Rs. 34 lacs as such and that the whole of that amount be considered as profit earned by the sponsors, which should now be reverted and added to the surplus profits. (Ex. C).

The case of the Company was that the intricate design (including preliminary investigations etc.) had to be prepared respectively executed at the negligible charge called "Advisory Fees" of 3.82 per cent. If this design and preliminary investigation were entrusted to any Consulting Engineer, the charges would have been appreciably higher. (Ex. E).

- (iii) The Union also contended that of the Plant, equipment and machinery, the Company had acquired for executing its works, a portion that had originally cost Rs. 10.50 lacs, sold to outsiders had realized Rs. 7.60 lacs, i.e. 72 per cent of the original cost price. The balance of the plant, equipment and machinery that had originally cost Rs. 48 lacs was thereafter taken over by the sponsors at their book value of Rs. 10.72 lacs i.e. at 22 per cent of the original cost price. It therefore claimed that a difference of Rs. 24.30 lacs was pure and simple gain to the sponsors and that this amount should also be added to the surplus profits. (Ex. C).

The explanation of the Company regarding this claim was 'that the two major shareholders had actually not gained anything out of the purchase of the machinery from the combine as quite a sizable lot is completely scrap'. 'Furthermore, it is stated without prejudice that if there be any benefit derived by the Company on this account, it will be construed as extraneous income in which the workers had not contributed anything and therefore they would not be entitled to some portion of it as bonus.' 'Also furthermore without prejudice, any benefit derived by the combine on such account had nothing to do with the workers' efforts who therefore were not entitled to any share of it in terms of all accepted practices.' (Ex. E).

6. Of the three objections of the Union referred above, the first two for additional profits on account of the difference of interest amounting to Rs. 3.26 lacs and the advisory fees amounting to Rs. 34.00 lacs paid by the Company to its sponsors, raise several fundamental questions and are contrary to the audited balance sheets and the profit and loss accounts of the Company that had been duly adopted and accepted by various authorities from time to time. Besides, as these claims are based mostly on inferences and conjectures, it becomes difficult for me to form any definite conclusions. No evidence has been laid before me to prove that the interest charged at 9 per cent was excessive. The advisory fees paid to the sponsors were in conformity with terms of respective agreements for the services agreed to be rendered by them.

I therefore cannot entertain any of the two objections of the Union and reject its claim for these additional profits.

The statement of the Union that the sponsors have purchased the remaining plant, machinery and other equipment of the Company at a concessional rate may have some substance. It may however be noted that the necessity of disposal of the machinery etc., appears to have arisen, because the Company is in the process of being wound up. If the workmen had been paid bonus when the Company was working and before such sales, the Union would not have had any reason or ground for raising their present pleas.

On the other hand, the arguments of the Company quoted above, in my opinion, are untenable. The workmen had contributed towards the creation of these fixed assets. Apparently the Company had invested fifty to sixty lacs of rupees in acquiring these assets from time to time. The first balance sheet of the Company for the year 1952/53 shows that of its paid up capital of 25 lacs, about 15 lacs were kept with the Government of India as Security Deposit and the cost of the plant and machinery acquired at that time was about nine and a half lacs. The additional investment in machinery thereafter could only have come out of the reserves the Company had built up since then. This is an additional reason why the Company's claim of return on its 'reserves averaged between opening and closing balances', termed as Working Capital, is held as unacceptable.

The Union had alleged that the difference between the likely market price of these assets and the price at which the sponsors had acquired them might have been Rs. 24.30 lacs. This assessment was not definite and is not supported by any evidence produced before me. The rule of thumb that the Union had tried to apply by stating that some assets sold directly by the Company had realized 50 per cent more than their book value at that time, cannot lead to a conclusion that the assets taken over by the sponsors would also have realized the same. The

Company had been arguing 'that quite a sizable lot of the machinery the sponsors had purchased from the combine is completely scrap and that they had actually not gained anything'.

Under these circumstances, in the absence of any definite evidence, I have to reject this claim of the Union, as well.

7. It was pointed out on behalf of the Union that the Company was still to receive some payments, namely Rs. 12.50 lacs on account of an award regarding some disputes with the Government which had been lately given, about Rs. 3 lacs as the final bill from the Government and some other dues and that none of these items had however been included in the statements of the summary for the years 1952/53 till 1963/64 that the Company had submitted. (Ex. C and D).

The Company admitted that it was so, but that the amount receivable on account of the award was Rs. 12 lacs and not Rs. 12.50 lacs, out of which 2 lacs had already been received and included in the statement for the previous year, i.e. 1963/64 and that the estimated expectation of the amount for the final bill was Rs. 3.60 lacs 'which may ultimately turn out to be less'. (Ex. E). Thus, on the Company's own admission over 13 lacs worth portion of the profits accrued during earlier years, had been left out from the summary (Ex. B) that it had originally submitted.

The representative of the Company further added that the reflection of these receipts on the overall statement of the Company will appear only after the Balance Sheet for the year 1964/65 was drawn. The Company undertook to work out a statement and find out what would be the position of available profits in the light of these receipts.

Thereafter the Company placed before me a statement which is reproduced as under:—

"SINDHU HOCHTIEF (I) LTD

3.1/2 % National Plan Loan 1965 of the face value	.	.	.	.	.	3,77,600
3.1/2 % National Plan Loan 1967 of the face value	.	.	.	.	.	11,30,500
3.3/4 % National Plan Loan 1967 of the face value	.	.	.	.	.	1,77,600

(1) (a) Interest at 3.1/2% National Plan Loan during the year 1964-65	.	.	.	.	13,182
(b) Interest at 3.1/2% Do. 1967	.	.	.	.	39,567.50
(c) Interest at 3.3/4% Do. 1967	.	.	.	.	6,660

TOTAL a, b, c 59,409.50

(2) (a) Interest on 5,00,000/- loan to M/s Sindhu Resettlement Corpn. Ltd. for 3 months at 7% per annum	8,750
(b) Interest on 30,74,000 at 3% per annum call deposit account with Banks	92,220

TOTAL a & b 1,00,970

(3) (a) Amount expected to be received from the Chairman Kandla Port Trust against award of the arbitrators	10,00,000
(b) Amount expected to be received from the Chairman, Kandla port Trust against Final bills	2,00,000
(c) Amount due from I.T.O. refunds	1,19,000

TOTAL OF a & b 13,19,000

TOTAL OF 1, 2 AND 3 = Rs. 14,79,379.50

(Say Rs. 14.79 lacs)

II

(a) Adipur Office expenses	85,000
(b) Bombay Office expenses	30,000
(c) Liquidation expenses	1,00,000

TOTAL OF a, b & c 2,15,000

Difference between I and II = Rs. 12.64 lacs

(Rs. 14.79—2.15 = 12.64)

Gross profit for the year = 12.64 lacs	
Income-tax at 60% On Rs. 12.64 lacs	6,95,000
Return on Capital at 12%	3,00,000
Return on reserved at 4% averaged between opening and closing balance Rs.	
Rs. 36,00,000 (General reserves)	1,44,000
	<hr/>
	11,39,000

Total of I and 2 = Rs. 13.54 lacs (2.15 + 11.39)

Surplus for the year 1.25 (Rs. 14.79—13.54 = 1.25 lacs)"

This statement shows that in the current financial year, the Company had over 50 lacs worth cash, invested in securities or lying with Banks or lent to one of the sponsors at 7 per cent interest. Further receipts expected shown, are Rs. 10 lacs on account of the recent award, Rs. 2 lacs and not Rs. 3.60 lacs against final bills, and Rs. 1.19 lacs as refunds from the I.T.O.

The total income in the year is stated to be Rs. 13.19 lacs, out of which the deductions are, (a) 2.15 lacs as estimated expenses for the year, (b) 6.95 lacs as a possible payment for taxes at 60 per cent, (c) 3 lacs as return at 12 per cent on the share capital of the Company.

And finally (d) Rs. 1.44 lacs are taken as "Return on reserves at 4 per cent averaged between opening and closing balance of 35,00,000 (General reserves)."

Obviously the Company had been charging a return on averages of the opening and closing balances of what was termed 'General Reserves' irrespective of the fact whether any funds had been actually used or not; while in my opinion, it was entitled to charge a return only on the funds actually used as working capital. During the year 1964/65, all its works having been completed, the Company was carrying out no work, had released almost all of its investments from its business and was in the process of liquidation; and had taken Rupees one lac as the expenses of liquidation, and charged the same to the surplus. The question of using any funds as Working Capital did not arise in that year. Yet the Company was claiming a return on a figure of General Reserves.

My reference in sub para (iii) of para 4 of this award relates to the internal evidence I have just discussed.

The following passage from the Company's letter dated 23rd September, 1964 addressed to me, is self explanatory and indicates, the Company had all along been following a similar procedure in appropriating a return on the so called 'Working Capital':—

"We have submitted the figures on the basis of the same formula as used for the previous years and these figures are contained in the projected balance sheet for the year 1964-65, submitted to the Honourable Arbitrator already. The surplus has thus been estimated as Rs. 1.25 lacs and not Rs. 9.44 lacs as stated by the Union."

8. I cannot therefore accept the Company's estimate of the surplus of Rs. 1.25 lacs for the year 1964/65 as final. I disallow the return of 1.44 lacs on the balance of General Reserve. The difference on account of the return I have awarded on share capital is Rs. 1.00 lac. It was admitted by the Company that there was some error in interest calculations. Some of the estimated expenses in my opinion were excessive and some should not be charged to the surplus available. I therefore hold that Rs. 6.00 lacs be taken as surplus for that year and be added to the previous figure of Rs. 46.24 lacs, bringing the total to Rs. 52.24 lacs, which I award as the total of the surplus available for distribution.

9. Thereafter the important question left for me to decide, relates to the proportion of the available surplus to be awarded as bonus to the workmen and the staff of the Company who were in its service during the relevant period of 1954 to 1964. The demand of the Union was that 60 per cent of the surplus profits be distributed as bonus. The Company stated—"The Company is not in a position to accept 60 per cent distribution of the surplus as the bonus to the workers. We repeat our offer of 33 per cent made by us in the past." (Ex. E).

10. Being myself responsible for the creation of the new Township of Gandhidham, and being one of the pioneers who set up the Company, I am aware of the hazards and risks under which the Company carried out this job. I am equally aware of the hardships and privations the workmen and officers had to face during the execution of these works in a barren and almost uninhabited virgin land. I cannot overlook the fact that the workmen who were mostly poor have had to wait for so many years in suspense (for whatever reasons, which for some time may have been beyond the control of the Company), while large sums due to them were lying with the Company.

11. I have given due consideration to all the facts and circumstances of the case and the arguments put forth by both the parties relating to this dispute. Normally there would be the claim of three interests on the available surplus, that of the capital, of the workmen and of the industry. In this dispute, the last interest does not exist. I therefore award that the available surplus be divided in equal halves between the Company and its employees and that a sum of Rs. 26.12 lacs being 50 per cent of Rs. 52.24 lacs, held by me to be the available surplus, be distributed as bonus amongst the workmen and the officers of the Company who had been in its employment during the relevant period of 1st April 1954 to 31st March, 1964, excepting those employed under specific contracts and/or those who were dismissed on account of riotous or violent behaviour on the work premises, or theft, fraud, misappropriation or sabotage of the property of the Company, and/or those who had not put in sufficient period of service to have entitled them to the claim of retrenchment compensation.

12. The bonus shall be payable to all the other employees of the Company, that is, those who have left the service and have received retrenchment compensation or would have been entitled to receive the same, but were not paid for some reason or the other, i.e. on account of resignation etc., but not for dismissal due to the reasons specified above and those who are still in the service of the Company. The Company has informed me that a sum of Rs. 5.40 lacs was the approximate total of the retrenchment compensation paid or payable by it to all its eligible staff; out of which about Rs. 4.00 lacs would be for the staff whose last monthly remuneration was within Rs. four hundred and the balance was for those drawing Rs. four hundred per month or more. These figures were stated to be on the basis of 31st March, 1964.

13. I further award that special consideration will be shown in the cases where a workman or an officer employed by the Company on the basis of monthly payment or daily rate had lost life or suffered total disability due to an accident while on duty; as well as in the cases where an employee of the Company had died while in the service of the Company, but not when on duty. This special consideration will be shown whether such an employee had put in one year's service or less and irrespective of any other compensation or allowance having been received by those who were totally disabled or by the dependents of those who are deceased. The cases of all the employees who were in the service of the Company right from its inception, i.e. from 1952 will be entitled for this special consideration.

The Company has supplied me a list of all such cases, which is stated to be exhaustive and has been prepared with the approval of the General Secretary of the Kandla Port & Dock Mazdoor Sangh. That statement is attached to this award as an appendix and forms a part of it, and I further award that the cases specified in that list alone will be taken into consideration.

14. Clause 2 of the terms of the agreement dated 6th August, 1957 (Ex. A) stated that "The Board of Arbitration shall have powers to decide the extent of and the manner in which the unclaimed and/or undistributed bonus shall be utilised". As the earlier clause had laid down that the parties shall refer their dispute under Section 10-A of the Industrial Disputes Act of 1947 as amended till date, to a single arbitrator, or in the alternative to a panel of three arbitrators, I have to decide not only about the manner in which the bonus is to be disbursed, but also about the extent and the manner in which the unclaimed and/or undistributed bonus shall be utilised. I have mentioned on page 3 of this award, the points on which the parties had arrived at a mutual agreement. That has simplified my task to a great extent.

As regards the manner in which the distribution of the bonus is to be carried out, I award as under:—

- (a) The Company shall pay bonus to all the categories of its employees as specified in para 12 of the award hereabove.

- (b) The payment of bonus shall be on the basis of and in proportion to the retrenchment compensation paid so far or as would have been payable but was not paid for any reason of whatsoever nature (excepting in the cases of dismissal on account of riotous or violent behaviour on the work premises, theft, fraud, misappropriation or sabotage). In case of the employees who are still in service of the Company, the basis of payment of bonus will be the retrenchment compensation as would have been payable to them for the period covered by this award, had they been retrenched on 31st March 1964.
- (c) The workmen and officers of the Company whether employed on the basis of monthly pay or daily wages whose last monthly remuneration was less than Rupees four hundred shall be paid bonus equivalent to five times the amount of retrenchment allowance paid or payable as the case may be; while all the other staff of the Company whose last monthly remuneration was Rupees four hundred or above, shall be paid bonus equivalent to four times the amount of retrenchment allowance paid or payable as the case may be.
- (d) In case of employees as specified in the appendix attached to and forming part of this award, who either suffered total disability or lost their lives while on duty shall, besides the normal bonus as may be payable to them or their legal representatives under the foregoing sub-para (c), be paid an extra bonus on the same basis for the entire period of ten years, i.e. 1st April, 1954 to 31st March, 1964. The employees of the Company who however either suffered total disability or lost their lives while on duty prior to 1st April, 1954, though not entitled to any bonus under sub-para (c) hereabove, shall be paid an *ex-gratia* bonus on similar basis as if they were on duty upto and inclusive of 31st March, 1964, the said bonus being calculated with reference to the last pay drawn by them.
- (e) Likewise, the legal representatives of the employees as specified in the appendix attached to and forming part of this award, who died while not on duty but during the period they were in the service of the Company, shall besides the normal bonus as may be payable to them under the foregoing sub-para (c), be paid an extra bonus equivalent to 50 per cent of the bonus calculated on the same basis for the entire period of ten years i.e. 1st April, 1954 to 31st March, 1964. The legal representatives of the employees of the Company who however died at any time prior to 1st April, 1954 while not on duty but during the period they were in service, though not entitled to any bonus under sub-para (c) hereabove, shall be paid an *ex-gratia* bonus equivalent to 50 per cent of the bonus calculated on similar basis, as if such employees were on duty upto and inclusive of 31st March, 1964, the said bonus being calculated with reference to the last pay drawn by them.
- (f) The Company shall give publicity of this award in leading newspapers of India in English as well as in the respective regional languages, so that employees and/or their legal representatives can prefer their claims for bonus. The expenditure to be incurred on such publicity will be exclusively borne by the Company.
- (g) The Company shall commence payment of bonus after thirty days of the publication of this award in terms of Section 17 of the Industrial Disputes Act; and to continue to make such disbursements for a period of one year from that date. All expenses incurred during this period for carrying out the disbursement of the bonus shall be exclusively borne by the Company.
- (h) A Committee consisting of Shri D. H. Hiranandani, a Director of the Company, Shri B. H. Dave, General Secretary of the Union, and Shri Chetan D. Kripalani who was a Labour Officer of the Company all these years, be and is hereby appointed to assist and advise the Company in carrying out properly the disbursement of the bonus. If any one of the above-mentioned gentlemen, declines to work on this Committee or for any reason ceases to be its member at any time, the remaining members shall have the power to appoint a substitute. The decisions of this Committee shall be by a majority. The Committee may depute one or more of its members or appoint an agent to assist actively the Company's establishment at the site in carrying out the distribution of the bonus.

- (i) The Company shall invite applications from its ex-employees and the legal representatives of the deceased employees in a suitable form to be evolved in consultation with the above Committee. No applications for a claim shall be entertained if not received within the period of one year and thirty days from the date of the publication of this award under Section 17 of the Act, and this fact will be widely published by the Company. The Company shall also from time to time consult the above Committee to decide the mode of payment, verification of employees and dependents of the deceased employees and also other allied matters with a view to ensure expeditious and regular payment of the bonus under the award.
- (j) The bonus payable to the dependents of the deceased employees shall be paid to their heirs and dependents on production by them of a certificate of heirship signed and sealed either by a magistrate, a Justice of Peace or any other Gazetted Officer, and a regular succession certificate shall not be insisted upon.
- (k) The bonus amount payable in each case shall be paid in full rupees, a fraction of less than fifty paise being omitted and a fraction of fifty paise or over being paid as a full rupee.
- (l) I further award that the members of the above Committee, will immediately after publication of this award form themselves into a public trust under the Indian Trusts Act under the name and style of Gandhidham Workmen's Welfare Trust. The Company shall hand over to the trust so formed, after the expiry of one year and thirty days of the publication of this award under Section 17 of the Industrial Disputes Act, all the undisbursed bonus accumulations as remaining unpaid as mentioned in sub-para (g) above, along with all the record relating to the payment and disbursement of the bonus under this award.
- (m) The Trustees at that stage will have the power to co-opt two more suitable persons to bring the total number of Trustees to five.
- (n) On taking over the unpaid bonus accumulations as referred to here-above, the functions of the Trustees will be as under:—
 - (i) The amounts of unpaid bonus accumulations will be invested by the Trust in Government Securities only.
 - (ii) The Trust will continue to make an effort to pay and disburse all these unpaid accumulations, to the extent possible upto and inclusive of the date which shall not be earlier than a period of 18 months as from the date this award becomes operative under Section 17 of the Industrial Disputes Act, i.e. upto the end of a period of 18 months and thirty days of the date of the publication of this award in the Official Gazette.
 - (iii) All amounts remaining unpaid as at the expiry of the period referred to in sub-para (ii) hereabove, along with all the interest earned on the undisbursed amount of bonus, will then perpetually vest in the Trustees and shall be diverted by them for the objects hereunder mentioned.
 - (iv) The Trustees shall donate Ten per cent of the amount left unclaimed and/or undisbursed after the expiry of 18 months and thirty days since the publication of this award, to the Kandla Port & Dock Mazdoor Sangh, Gandhidham, who have represented the workmen in this dispute and shall then invest the balance amount with all interest earned thereon (less whatever expenses are incurred by it since the Trust took over the unpaid bonus accumulations) either in some immoveable property located at Gandhidham or some other gilt-edged securities and thus create an endowment, the proceeds of which, the Trustees shall utilize for the medical, educational, cultural and/or social welfare of the workmen residing within Gandhidham—Kandla area.

15. I further direct that a lumpsum of Rs. 15,000/- (Rupees fifteen thousand only) be paid as my arbitration fees, which is inclusive of all incidental and out-of-pocket expenditure that I have had to incur in connection with these proceedings. This amount will be paid by the Company.

BOMBAY;

Sd./- PRATAP DIALDAS,
Arbitrator.

The 2nd November, 1964.

APPENDIX

Company's list of deceased employees entitled to special consideration mentioned in para 13 of the award, as approved by Shri B.H. Dave, on behalf of the Union

Sl. No.	Name of employee	Designation	Rate of pay or daily wages	Date of appointment	Date of death by accident on duty	Date of death while in employment but not on duty
Upto 31st March 1964						
Monthly paid staff died on duty.						
1	Shri Shyam K. Vaswani	Clerk	180/-	16-7-54	22-9-60	..
Daily paid staff died on duty						
2	Shri Gopaldas Chandiram	Helper	2.50	5-3-54	25-6-54	..
3	Shri Inam Ilahi	Wireman	4.50	16-11-54	30-12-54	..
4	Shri Husain Ismail	Skilled	2.50	17-8-54	22-5-55	..
5	Shri Mohan Jethanand	Wireman	3.50	3-10-54	1-12-55	..
6	Shri Nanji Premji	Mason	4.50	23-11-56	1-12-56	..
7	Shri Soma P. Patel	Filter	4.50	21-6-57	23-5-58	..
Monthly paid staff died off duty:						
8	Shri B. K. Pardasani	Assistant	360/-	1-4-54	..	23-8-59
9	Shri Chandiram Tewani	Clerk	125/-	2-3-56	..	26-10-57
10	Shri John Lawrence	Foreman	240/-	1-5-55	..	5-7-57
11	Shri Azizullah	Clerk	190/-	20-7-53	..	18-11-58
12	Shri D. V. Kauramalani	Mech. Suptd.	400/-	15-7-53	..	12-11-53
13	Shri B. M. Pilley	Foreman	230/-	1-5-55	..	31-10-56
14	Shri Rupchand Naryani	Typist	125/-	1-1-55	..	7-3-55
15	Shri G. H. Nechnani	Asstt. Engr.	400/-	24-12-57	..	14-9-58
Daily paid staff died off duty:						
16	Shri Bawa Singh	Carpenter	4.50	24-9-58	..	3-3-59
Total disablement of Monthly & Daily paid staff.					Nil	
After 31st March 1964						
Monthly paid staff died off duty:						
17	Dr. Ing. A.M. Matai	Engineer-in-charge	1500/-	1-8-55	..	9-6-64

APPROVED
(Sd./) B. H. DAVE

For SINDHU-HOCHTIEF (I) LTD.

(Sd./) HOTCHAND
Accountant

PARTAP DIALDAS,
Arbitrator.

[No. 28/86/64/LR. IV.]
O. P. TALWAR, Under Secy.

New Delhi, the 25th November 1964

S.O. 4164.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Digwadih Colliery and Jamadoba 6 and 7 Pits Colliery of Messrs. Tata Iron and Steel Company Limited, Jamadoba, Post Office Jealgora, District Dhanbad, and their workmen, which was received by the Central Government on the 16th November, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Reference under Section 10(1) (d) of the Industrial Disputes Act, 1947 (XIV of 1947).

REFERENCE NO. 42 OF 1963

PARTIES:

Employers in relation to the Digwadih Colliery and Jamadoba 6 and 7 Pits Colliery owned by Messrs. Tata Iron and Steel Company Limited, Jamadoba, P.O. Jealgora, District Dhanbad.

AND

Their workmen.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

PRESENT:

For the Employers: Sarvashri B. N. Panday, Assistant to Director of Personnel, Tata Iron and Steel Co. Ltd., G. Prasad and S. N. Singh.

For the Workmen: Sri P. Chanda, President, Tata Collieries Workers' Union, Digwadih.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 25th September, 1964

AWARD

Ministry of Labour & Employment, Government of India, by its Order No. 2/17/63-LRII, dated 6th June 1963 referred, under Section 10(1) (d) of the Industrial Disputes Act, 1947, for adjudication to this Tribunal, an industrial dispute existing between the employers in relation to the Digwadih Colliery and Jamadoba 6 and 7 Pits Colliery owned by Messrs Tata Iron and Steel Company Limited and their workmen in respect of the matter specified in the following schedule:—

SCHEDULE

"Whether the non-payment of gratuity by the management of Digwadih Colliery and Jamadoba 6 and 7 Pits Colliery of Messrs. Tata Iron and Steel Co. Ltd. to the dismissed workmen mentioned below is justified? If not, to what relief are the workmen entitled?"

S. No.	Name of workman	Designation
1.	Lutan Turi	Pump Khalashi.
2.	Rabia Hari	Sweeper.
3.	Noor Mahammad	Pump Khalashi.
4.	Ashraf	Electric Fitter.
5.	Amrit Gope	W.E. Khalashi.
6.	A. K. Majumdar	Mining Sirdar."

2. On behalf of the concerned workmen Tata Collieries Workers' Union (hereinafter referred to as the Union) filed a written statement on 22nd August 1963, in which it was said that each of the six workmen concerned had put in more than six years of service at the time of his discharge or dismissal. This fact, however, is admitted by the management.

3. In the written statement the Union further said that all the concerned workmen having worked for more than 15 years in the company had earned gratuity for long meritorious services and as such they were entitled to gratuity as of right and, therefore, the management had no justification to deny them the benefit which they earned during their service; that none of the workmen concerned was discharged or dismissed for any major misconduct, inasmuch as, the misconduct alleged against the concerned workmen is of minor offences; and according to the Standing Orders of the Company the alleged offence cannot be considered as major misconduct and that, therefore, the workmen were entitled to be paid their gratuity, which they had earned and which the management had no right to withhold.

4. The Company also filed its written statement on 30th August 1963. In the written statement, besides taking two preliminary objections which will be mentioned hereinafter, on merit the defence was that the company has framed *Retirement Gratuity Rules* for non-covenanted employees of the company which have been extended to the permanent uncovenanted employees of the company subject to certain terms and conditions; that according to the relevant provisions of the Retirement Gratuity Rules, namely, Rules 1(g), 5, 6(a), 10 and 13(a) payment of gratuity is absolutely within the discretion of the management; no gratuity under the rules can be payable to an employee unless the periods of service are certified as satisfactory by the Head of the Department concerned, and, an employee will not be eligible for gratuity if dismissed or discharged due to misconduct; that the management exercised its discretion reasonably and *bona fide* and, therefore, the workmen concerned are not entitled to payment of any gratuity under the Rules of the company, and, as such, the workmen concerned are not entitled to any relief.

5. Both the parties filed documents, which, with mutual consent, were taken in evidence and marked Exhibits M to M-6 for the company and Exhibits W to W-2 for the workmen. None of the parties examined any witness.

6. When the case was taken up for hearing on 18th September 1964 the company was represented by Sarvashree B. N. Panday, Assistant to Director of Personnel, Tata Iron and Steel Co. Ltd., G. Prasad and, S. N. Singh and the concerned workmen were represented by Sri P. Chanda, President of the Union.

7. Sri Panday, on behalf of the company, pressed two preliminary objections mentioned in the written statement. These two objections may be re-stated in his own words as below:

“(1) Whether on the terms of the reference set out earlier, the present dispute of non-payment of gratuity to workmen dismissed for misconduct is an Industrial Dispute, within the meaning of Section 2(k) of the Industrial Disputes Act, 1947, (hereinafter referred to as ‘the Act’); and, (2) Whether the concerned workmen are ‘workmen’ within the meaning of Section 2(s) of the Act.”

I will deal with these objections separately.

Preliminary Objections:

8. In support of his first objection, Sri Panday relied on the definition of ‘industrial dispute’ given in Section 2(k) of the Act and on the decision of the Supreme Court in *Workmen of Dimakuchi Tea Estate Vs. Dimakuchi Tea Estate*, 1958 (1) L.L.J. 500—A.I.R. 1958 S.C. 353, in which definitions of ‘Industrial Dispute’ and ‘Workman’ have been considered at length. Sri Panday, therefore, relying on the definition of ‘Industrial Dispute’ in Section 2(k) of the Act contended that the dispute between employers and workmen must be “connected with the employment or non-employment or the terms of employment, or with the conditions of labour of any person”, and as, in the present case, none of these four conditions existed, therefore, the present dispute was not an industrial dispute.

9. In the Supreme Court decision, above mentioned and relied upon by Sri Panday, S. K. Das J, speaking for the majority of the Court, at page 513, observed:

“Where the workmen raise a dispute as against their employer, the person regarding whose employment, non-employment, terms of employment or conditions of labour the dispute is raised, need not be, strictly speaking, a ‘workman’ within the meaning of the Act but must be one in whose employment, non-employment, terms of employment or conditions of labour the workmen as a class have a direct or substantial interest.”

10. In the present case, the question of payment of gratuity to workmen of the company after their dismissal or discharge due to misconduct, as contemplated by Rule 1(g) is certainly a vital question affecting “conditions of labour” within the meaning of Section 2(k) of the Act in which the workmen as a class have a direct and substantial interest. It is in fact not only vital to the workmen concerned but also to other workmen as well. In this view, in my opinion, the present dispute is an industrial dispute within the meaning of Section 2(k) of the Act. Therefore, the first objection is over-ruled.

11. According to the above mentioned Supreme Court decision there are two crucial limitations to the expression ‘any person’ in Section 2(k) of the Act.

One of them is that the dispute must be a real dispute between the parties to the dispute so as to be capable of settlement or adjudication by one to the other party giving necessary relief. In the present case, this condition is also satisfied and, therefore, on this ground also on the terms of the reference the present dispute is an 'industrial dispute' within the meaning of Section 2(k) of the Act.

12. As regards the second objection that the workmen concerned are not 'workman' within the meaning of Section 2(s) of the Act, because they have been dismissed or discharged from the company's service and they are no longer in the employment of the company and also because they did not come under Rule 1(g) of the Retiring Gratuity Rules, Exhibit M, in my opinion, has no force. The definition of 'workman' in Section 2(s), after its amendment in 1956, was further widened so as to include a person dismissed or discharged or retrenched in connection with or in consequence of that dispute or whose dismissal, discharge or retrenchment has relation with that dispute. It is, therefore, plain that under the amended Section 2(s) of the Act the concerned workmen are 'workman' within the meaning of the Act. The second objection also is rejected.

On merit:

13. As reliance was placed on behalf of the company on certain rules in Retiring Gratuity Rules, 1937, as amended up-to-date—Exhibit M—in support of the merit of the case, I think it would be more convenient to reproduce the relevant provisions of the Rules at this very stage.

Retiring Gratuity Rules, 1937, were effective from 1st April 1937 and were framed by the Tata Iron and Steel Co. Ltd. for its 'uncovenanted employees' who have been defined in Rule 1(d) of the Rules. The material rules, relied upon by the Company, as stated earlier, are Rule 1(g), and Rules 5, 6(a), 10 and 13. These are in these terms:

"1(g). "Retirement" shall mean the termination of service by reason of any cause other than removal by dismissal or discharge due to misconduct.

* * * * *

5. From the date of introduction of these Rules, every uncovenanted employee of the Company in India must retire from service on attaining the age of sixty years unless his service is extended by the authority competent to appoint him with the approval of the Agents. Such extensions shall not exceed one year at a time, or three years in all.

6. (a) Subject to the conditions referred to in these Rules every permanent uncovenanted employee of the Company, whether paid on a monthly, weekly or daily basis, including those borne on the pay rolls of the Company at the Collieries and at the Ore Mines and Quarries, will be eligible for a retiring gratuity which shall be equal to half a month's salary or wages for every completed year of continuous service, subject to a maximum of twenty months' salary or wages in all.

* * * * *

10. All retiring gratuities granted under these rules other than special gratuity to be paid under the provisions of Rule 21 hereof shall be at the absolute discretion of the Company irrespective of whether an employee has or has not performed all or any of the conditions hereinafter stated, and no employee howsoever otherwise eligible shall be deemed to be entitled as of right to any payment under these Rules.

* * * * *

13. No uncovenanted employee shall receive any gratuity under Rule 6 hereof unless the periods of service as mentioned in Rule 11 are certified as satisfactory by the Head of the Department in which such employee was serving at the time of his retirement or resignation."

14. Sri Chanda very strongly and strenuously contended that Rule 1(g) and Rule 10 are invalid and against social justice and, therefore, they must be struck down as *ultra vires* and beyond the power of the company. It was further urged that

these Retiring Gratuity Rules, Exhibit M, were framed unilaterally, without the consent of the workmen, and without consultation of the Union, and, therefore, the fact that these Rules were in force in the company since 1st April 1937, and, that other employees of the company have not so far objected to the enforcement of these Rules is no ground for urging that these concerned workmen cannot challenge their validity, particularly when it is conceded by the management that never before these Rules have been challenged or applied to any other employee.

Sri Chanda relied on a decision of the Supreme Court in *Rai Bahadur Diwan Badri Das Vs. Industrial Tribunal, Punjab*, 1962 (II) L.L.J. 366 and contended that the company had no freedom to make any contract it liked to bind its employees without their agreement, and, therefore, the Retiring Gratuity Rules having been unilaterally framed are not binding on the objecting workmen. In this case, His Lordship Gajendragadgar J. as he then was, considered the question of employers' freedom of contract and speaking for the majority of the Court held that the doctrine of absolute freedom of contract has to yield to the higher claims for social justice. His Lordship's observations, at pages 370 to 371, are very appropriate for the present case and may usefully be reproduced here:

"It is, however, necessary to add that the general question about the employer's right to manage his own affairs in the best way he chooses cannot be answered in the abstract without reference to the facts and circumstances in regard to which the question is raised. If a general question is posed and an answer must be given to it, the answer would be both yes and no. The right would be recognised and industrial adjudication would not be permitted or would be reluctant to trespass on that right or on the field of management functions unless compelled by over-riding considerations of social justice. The right would not be recognised and would be controlled if social justice and industrial peace require such regulation."

15. Shri Panday, however, relied on another decision of the Supreme Court in *May and Baker (India) Ltd. and Their workmen*, 1961 (II) L.L.J. 94, on the observations of Wanchoo J, who speaking for the Court, at page 98, said:

"However the other part of the order with respect to payment of gratuity is clearly unjustified. Under the scheme in force in the company at the relevant time, gratuity could only be awarded to an employee who had been in service for five years. Iqbal Singh was not in service for that period. In these circumstances, no gratuity could be granted by the Tribunal under the scheme. The Tribunal has noted that the company granted gratuity to some workmen who had less than five years' service. That is so, but that was a voluntary act of the company. The Tribunal, however, cannot compel the company to grant gratuity against the scheme of gratuity in force."

and, relying on the above, it was contended that the Tribunal has no jurisdiction to compel the company to grant gratuity against the company's own Scheme of Gratuity in force.

16. After careful consideration of the arguments presented before me both by Sri Chanda and Sri Panday it appears to me that the case of *May and Baker (I) Ltd.*, just mentioned, has no application here, for the simple reason that there the company's gratuity scheme was not challenged as invalid on any ground. Here, however, it is strongly urged by Sri Chanda that the aforesaid Rule 1(g) and Rule 10 particularly are against social justice and arbitrary and unfair and having been framed without the consent of the workmen and the concerned workmen not having accepted them are invalid and not binding on them, and, therefore the above Rules should be struck down.

17. As held recently by the Supreme Court in *Qasim Larry Vs. Muhammad Samsuddin*, 1964 B.L.J.R. 790=1964 (II), L.L.J. 430, in the words of Gajendragadgar C.J., who spoke for the Court,

"It is now well-settled that unlike ordinary civil courts which are bound by the terms of contract between the parties when they deal with disputes arising between them in respect of the said terms, Industrial adjudication is not bound to uphold the terms of contract between the employer and the employees. If it is shown to the satisfaction of industrial adjudication that the terms of contract of employment, for instance, need to be revised in the interests of social justice, it is at liberty to consider the matter, take into account all

relevant factors and if a change or revision of the terms appears to be justified, it can, and often enough it does, radically change the terms of the contract of employment. The development of industrial law during the last decade bears testimony to the fact that on references made under Section 10(1) of the Industrial Disputes Act, terms of employment have constantly been examined by industrial adjudication and wherever it appeared appropriate to make changes in them, they have been made in accordance with the well-recognised principles of fair play and justice to both the parties."

As such the basic assumption made by Shri Panday that the Tribunal cannot go behind the Gratuity Scheme in force, although admittedly framed unilaterally, in any circumstances, is not well founded.

18. Before, however, I deal with the question raised by Sri Chanda as to whether Rule 1(g) and Rule 10 are invalid and should be struck down, it would be better to give here the date of appointment and the date of dismissal of each of the workmen concerned and the cause of their discharge or dismissal as far as known from the documents before me, and, therefore, I give these facts in the form of a chart.

19. Exhibits M to M-6 are the service records of the six workmen concerned. From these exhibits the following chart has been prepared which will be useful. It will show the length of service of each. From this chart it will appear that each of the six concerned workmen had put in 15 or more years of service before being discharged or dismissed. This fact, however, is admitted.

Chart

S. No.	Name of workman	Exhibit No.	Date of appointment	Date of dismissal or discharge
1.	Lutan Turi (discharged for absents for ten days and over without permission—See Exhibits W-1 and W-2)	Mo. 4	30-5-1946	23-3-1962
2.	Rabia	Mo. 6	6-6-1944	15-6-1962
3.	Noor Mohd.	Mo. 2	6-10-1938	22-5-1962
4.	Asraf Ali	Mo. 5	1-4-1943	17-1-1963
5.	Amrit Gope	Mo. 1	21-10-1941	11-2-1959
6.	A. K. Mazumdar	Mo. 3	1-3-1943	6-12-1959

(discharged for over-staying leave without permission—See Exhibit M-3)

20. In order to decide the question, whether Rule 1(g) and Rule 10 are invalid, it is important to bear in mind the true character of gratuity. Gratuity is a kind of retrenchment benefit like Provident Fund or Pension. It is a legitimate claim which workmen can make and which in proper cases can give rise to an industrial dispute. Gratuity paid to workmen is intended to help them after retirement whether retirement is the result of the rules of superannuation or physical disability. The general principle underlying such gratuity scheme is that by their length of service the workmen are entitled to claim certain kind of retiring benefit. At one time payment of gratuity was understood, as something gratuitous, but now it has been settled by several decisions that it is a legitimate claim of the workmen which can give rise to an industrial dispute. Today payment of gratuity has ceased to be an *ex-gratia* payment. Supreme Court of India in *Indian Hume Pipes Limited Vs. Its workmen* 1959 (II) L.L.J. 830, explaining the distinction between gratuity and retrenchment compensation, pointed out that gratuity is a kind of retiring benefit like Provident Fund or Pension; at one time it was treated as payment gratuitously made by the employer who employed the workmen at their pleasure but as a result of long series of decisions of industrial tribunals gratuity has now come to be regarded as a legitimate claim which workmen can make and which in a proper case can give rise to an industrial dispute.

At one time the view was that an employee shall not be entitled to gratuity if he has been dismissed for misconduct, but this view is no longer the correct view of law in view of two Supreme Court decisions in *Garment Cleaning Works Vs. Its workmen*, 1961 (I) L.L.J. 513 and in *Hindusthan Times Ltd. Vs Their workmen*, 1963 (I) L.L.J. 108.

In the case of *Garment Cleaning Works*, Gajendragadkar, J., as he then was, speaking for the Court, at page 516, said:

"On principle, if gratuity is earned by an employee for long and meritorious service, it is difficult to understand why the benefit thus earned by long and meritorious service should not be available to the employee even though at the end of such service he may have been found guilty of misconduct which entails his dismissal. Gratuity is not paid to the employee gratuitously or merely as a matter of boon. It is paid to him for the service rendered by him to the employer, and when it is once earned, it is difficult to understand why it should necessarily be denied to him whatever may be the nature of misconduct for his dismissal." (underlined by me).

In *Hindusthan Times Ltd.*, Das Gupta J, speaking for the Court, at page 118, observed:

"One provision in the gratuity scheme which ought to be mentioned is that under it an employee who is dismissed for misconduct shall not be entitled to any gratuity. It has been pointed out by this Court in more than one case that having regard to the nature of gratuity it will not be proper to deprive an employee of the gratuity earned by him because of his dismissal for misconduct and the proper provision to make in this connection is that where an employee is dismissed for misconduct which has resulted in financial loss to the employer the amount lost should be deducted from the amount of gratuity due." (underlined by me).

21. On the above two decisions of the Supreme Court of India, therefore, there is no manner of doubt now that gratuity should not be denied to a workman, whatever may be his misconduct for his dismissal, because Gratuity is not paid to the employee gratuitously or as a matter of some bounty but it is paid to him for the service rendered by him to the employer and when it is once earned it is difficult to understand why it should necessarily be denied to him.

I, therefore, hold that purely as a question of law, in view of the just mentioned two decisions of Supreme Court, a workman even after his dismissal for misconduct, is entitled to gratuity which he has earned while in service.

22. The next question is whether Rule 1(g) and Rule 10 of the Company's Gratuity Rules 1937 Exhibit M. are invalid and unfair and against social justice. Rule 1(g) defines the word 'Retirement' to mean "termination of service by reason of any cause other than removal by dismissal from service or discharge due to misconduct". Rule 10 provides that all retiring gratuities granted under these Rules, other than special gratuity to be paid under the provisions of Rule 21, shall be at the absolute discretion of the company irrespective of whether the employee has or has not performed all or any of the conditions hereinafter stated, and no employee howsoever otherwise eligible shall be deemed to be entitled as of right to any payment under these Rules. In *Hindusthan Times* case above mentioned, in the gratuity scheme there was one provision in it that an employee who has been dismissed for misconduct shall not be entitled to any gratuity. Supreme Court held that it had been pointed out in more than one case that having regard to the nature of gratuity it will not be proper to deprive an employee of the gratuity earned by him because of his dismissal for misconduct and the proper provision to make in this connection is that where an employee is dismissed for misconduct, which resulted in loss to the employer, the amount of loss should be deducted from the amount of gratuity due. In this view, there is no doubt that Rule 1(g) is very wide because it debars absolutely workmen, who have been removed from service by dismissal or discharge for misconduct, from being entitled to get retiring gratuity. The word 'misconduct', used in this wide sense, may include gross misconduct, or minor misconduct. It was admitted by both parties that the Standing Orders of the company no doubt say that absence without leave or permission for more than 10 days denotes misconduct, but such a misconduct cannot be called gross misconduct and it must be distinguished from misconduct due to dishonesty, theft, moral turpitude or the like which would surely amount to gross misconduct. Although Standing Orders do not speak of gross misconduct or minor misconduct, but they speak of light punishment, such as, suspension and heavy punishment, such as, discharge or dismissal. For such misconduct as continuous absence for more than ten days without leave or permission, suspension is enough, otherwise I cannot understand in which case the punishment of suspension can be inflicted.

In the instant case, the workmen concerned have been dismissed or discharged for being absent without leave for more than 10 days, and, such unauthorised

absence no doubt denotes misconduct under Standing Orders of the company, but such misconduct cannot be called gross misconduct causing any financial loss or loss of prestige to the company or the like. In this case, it has not been shown by the management that due to the above misconduct of all these employees, who were dismissed, any financial loss resulted to the company at all. In such a situation, it cannot be said that the company had freedom of contract and, therefore, it could make Rule 1(g) debarring dismissed workmen absolutely from getting gratuity or make Rule 10 thereby providing that the gratuities shall be paid at the absolute discretion of the company, irrespective of any consideration. Such a freedom of contract and such a wide discretion, if given to the management will certainly not advance the cause of social justice and, therefore, social justice requires that the rights should be controlled. In my opinion, the principles laid down in *Rai Bahadur Badri Das*, 1962 (II) L.L.J. 366, applied to the present case, and, therefore, on the principles laid down there, it must be held that Rule 1(g) and Rule 10 are both very wide and unfair and unjust to workmen and against social justice and fair play, and, therefore, Rule 1(g) and Rule 10 as they stand must be struck down.

23. It would be open to the management to revise Rule 1(g) on the lines suggested by the Supreme Court in the case of *Hindustan Times Ltd.*, 1963 (I) L.L.J. 108. I find, however, from the decision of the Supreme Court in *Dunlop Rubber Company of India Limited Vs. Its Workmen*, 1959 (II) L.L.J. 826, that it is open to the Tribunal to alter the gratuity scheme which in its opinion has certain features which were unusual and unfair and were not in accord with the prevailing conditions for such a scheme in that region. There is no doubt that the provisions contained in Rule 1(g) and Rule 10 are unusual features and very unfair to workmen but there is no evidence as to what are the prevailing conditions for such a scheme in that region, and, therefore, I do not think it would be proper for me to remove these unusual features from the Scheme in force in the company, although they are unusual and unfair.

The contention of Sri Chanda that the company framed such rules unilaterally and these rules are not based on bilateral agreement of the parties, and, as such, unless the workmen agree, expressly or impliedly, to accept the same, the company cannot enforce them against the unwilling workmen who are challenging them, seems to be well founded and must, therefore, be accepted as correct.

24. For the reasons given above, I answer the reference in favour of the workmen by holding that the non-payment of gratuity by the management of Digwadih Colliery and Jamadoba 6 and 7 Pits Colliery of Messrs Tata Iron and Steel Co. Ltd. to the six dismissed workmen, mentioned above in para 1 earlier, was not justified, and, therefore, these six concerned workmen are entitled to be paid gratuity, which they earned during their service and to the payment of which they were fully qualified and entitled.

25. This is the award which I make and submit to the Central Government under section 15 of the Act.

Sd./- RAJ KISHORE PRASAD,

Presiding Officer,

Central Government Industrial Tribunal,

Dhanbad.

DHANBAD;

The 25th September, 1964.

[No. 2/17/63-LR.II.]

New Delhi, the 28th November. 1964

S.O. 4165.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the Singareni Collieries Company Limited, Kothagudium and their workmen which was received by the Central Government on the 21st November 1964.

**BEFORE THE HON'BLE INDUSTRIAL TRIBUNAL, ANDHRA PRADESH,
HYDERABAD**

PRESENT:

Dr. Mir Siadat Ali Khan, M.A., LL.B., Fazel (Osm), B.C.L. (Oxon), D. Phil. (Oxon), Bar-at-Law (Lincoln's Inn) (London), Chairman, Industrial Tribunal, Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE NO. 20/1964

BETWEEN:

Workmen of the Singareni Collieries Co. Ltd., Kothagudem.

AND

The Employers of the Singareni Collieries Co. Ltd., Kothagudem.

APPEARANCES:

Sri S. Narayana Reddy, General Secretary, Andhra Pradesh Collieries Mazdoor Sangh, *for the workmen.*

Sri T. Govardhan Rao, Junior Personnel Manager, Singareni Collieries Co. Ltd., Kothagudem, *for the Employers.*

AWARD

The Government of India, Ministry of Labour & Employment, by Letter No. 7/16/63-LR-II, dated 16th May 1964, referred the industrial dispute between the employers in relation to the Singareni Collieries Company Limited and their workmen for adjudication of the issues specified in the Schedule viz.,

“Whether in view of the actual nature of duties performed by (1) R. V. R. Paulson, (2) Devdattan, (3) Shanker Singh, (4) Raghunath Sastri, (5) Sheikh Mohinuddin and (6) Gajula Krishna, watchmen of Service and Protection Corps Establishments at Kothagudem of Singareni Collieries Company Limited, their demand for appropriate clerical scale of pay is justified. If so, to what relief are they entitled and from which date?”

2. The dispute was registered here at No. 20/1964. The claims statement was not received till 20th July 1964 and counter not before 31st August, 1964. Even after that, the workmen sought an adjournment and at the next hearing the representatives of the parties filed a settlement. The signatories of settlement Sri S. Narayana Reddy, General Secretary, Andhra Pradesh Collieries Mazdoor Sangh and Sri T. Govardhan Rao, Junior Personnel Manager, Singareni Collieries Company Limited, were present and identified their signatures. I am satisfied that the settlement is genuine.

3. Briefly, the following are the terms of the settlement. Parties have agreed that Messrs R. V. R. Paulson and Shankar Singh, serials 1 and 3 of the schedule to the order of reference along with Messrs M. Kondalah and K. Venkata Raju, not specified in the schedule, should be promoted as Number Takers in Clerical Grade III in the scale of Rs. 43—3—64—EB. 3—82 against the existing vacancies. The Management agreed to issue office orders promoting these four watchmen as clerks in grade III within 15 days from the date of the settlement.

(i) The parties agreed that Sarvashri Raghunatha Sastry, Shaik Mohiuddin, Gajula Krishna, watchmen, Service & Protection Corps, serials 4 to 6 of the schedule to order of reference, be allowed an allowance of Rs. 10/- per mensem for the additional duties with effect from 1st of January 1963, or, from the date of their taking over these duties, if subsequent to this date. It was stated specifically that the allowance is payable in respect of periods during which these additional duties were entrusted to them and that the arrears will be paid within a period of 2 months. Regarding serial 2 of the said schedule, Sri Devadattam, the Union agreed to drop his case, as he has worked on these duties only for a brief period.

(ii) It was further agreed that Sarvashri Paulson, Shankar Singh, M. Kondalah and K. Venkata Raju, watchmen, will also be paid the allowance of Rs. 10/- per month for the additional duties of Number Takers with effect from 1st of January 1963, or, from the date of their taking over these duties, if subsequent to this date, but, the allowance will be discontinued with effect from the date of their promotion as Number Takers.

(iv) The last term is that the other literate watchmen whose services are utilised on identical duties at Kothagudem will also be allowed an allowance of Rs. 10/- per

month so long as they are entrusted with the additional duties. In their case, the allowance will be paid from 1st of January 1963, or, from the date of their taking over these duties, if subsequent to this date.

4. It will be noticed that, as far as the six watchmen specified in the order of reference, the management has agreed to promote two of them to the clerical grade and, in respect of three of them, it has agreed to pay an allowance of Rs. 10/- per month for the period they have done the additional duties of Number takers. Regarding Sri Deva Dattam, the Union agreed to drop the case on the ground that he had performed the additional duties only for a brief period. In the light of this settlement, my answer to the issues framed is that the demand of the union for appropriate clerical scale of pay was justified to the extent of two workmen, viz., Paulson and Shankar Singh. Regarding the three other workmen, it was justified to the extent of a monthly allowance of Rs. 10/- per month, as stated in the terms of settlement and, regarding Sri Deva Dattam, it was not justified. My answer to the second issue on relief is that the above five workmen were entitled to the relief specified above in the settlement and Sri Deva Dattam was not entitled to any relief.

Award accordingly, given under my hand and the seal of the Court, this the 6th Day of November, 1964.

(Sd.) M. S. ALI KHAN,

Industrial Tribunal.

[No. 7/16/63-LR.II.]

New Delhi, the 30th November 1964

S.O. 4166.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Dhemo Main Colliery, P.O. Sitarampur, Distt. Burdwan, and their workmen which was received by the Central Government on the 23rd November, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CALCUTTA

REFERENCE No. 25 of 1964

PARTIES:

Employers in relation to the Dhemo Main Colliery,

AND

Their workmen.

PRESENT:

Shri L. P. Dave—Presiding Officer.

APPEARANCES:

On behalf of Employers—Shri M. K. Mukherjee, Advocate.

On behalf of Workmen—Shri N. Das, Advocate.

STATE: West Bengal.

INDUSTRY: Coal Mines

AWARD

The Government of India, Ministry of Labour and Employment, by their Order No. 6/4/61-LR.II dated 18th April 1964, have referred the industrial dispute existing between the employers in relation to the Dhemo Main Colliery and their workmen in respect of the matters mentioned below for adjudication to this Tribunal. The matters referred to for adjudication are:—

1. Whether the action of the management of the Dhemo Main Colliery, in dismissing Sarvashri Sukhi Jaswara, Matabadal, Timber Mistries and Shri Chota Dilip Singh, Tyndal Jamadar, or any of them, from the service of the Colliery was not justified?

2. If so, to what relief are the workmen entitled?

2. In response to notices issued by the Tribunal, both parties filed their written statements. The workmen represented by the Colliery Mazdoor Union (which I shall hereafter refer to as the Union) have contended *inter alia* that Sukhi Jaswara was working in the colliery for over three years; that they tried to retrench him though there were other workmen who were junior to him; that on receipt of the said notice of retrenchment, he approached the Manager for reconsideration of his case and agitated his issue for which he incurred displeasure of the Manager; that he is also an active organiser of the Colliery Mazdoor Union; that the management does not and did not like the growing popularity of this Union; that a false criminal case implicating Sukhi Jaswara and Matabadal was filed by the Manager and on identical allegations chargesheets were issued against them; that they replied to the chargesheets denying the allegations; that the management issued a notice of enquiry; that the workmen requested them to postpone the enquiry till the conclusion of the criminal case; that though this request was just and proper, the management did not accept it and held an *ex parte* enquiry and dismissed the two workmen; that the said dismissal was unjust and against the principles of natural justice and also it was not maintainable as no approval or permission had been taken under Section 33(2)(b) of the Industrial Disputes Act from the Central Government Industrial Tribunal, Dhanbad, before whom an industrial dispute arising out of dismissal of some employees was pending; that Chota Dilip was also retrenched; that he took exception to this; that he was thereupon beaten by some Chaprasis in the General Manager's office under the order of the General Manager and others; that for this he filed a complaint against them; that because of this the employers dismissed him without holding any enquiry against him; that his dismissal is also unjust and illegal and against the principles of natural justice; that the Tribunal should therefore hold that the manager's action in dismissing the three workmen was not justified and should pass orders directing their immediate reinstatement with full back wages etc.

3. By their written statement, the management denied the allegations of the Union and contended *inter alia* that the manager Shri Lobo was assaulted by two of the workmen concerned in this dispute namely Sukhi Jaswara and Matabadal for which they were chargesheeted; that in his reply to the chargesheet Sukhi alleged that he was an active member of the Union led by Shri Deven Sen and Shri B. P. Jha and that action was taken against him only to get rid of him because of this; that the reply was found to be unsatisfactory; that an enquiry was ordered; that the chargesheeted persons did not appear at the enquiry though they were duly informed; that on the evidence before him, the Enquiry Officer held them guilty and thereupon they were dismissed; that the dismissals were justified on the merits of the case; that Chota Dilip Singh abused and assaulted the Welfare Officer of the Colliery; that he was duly chargesheeted and after a proper enquiry he was held guilty and he was also dismissed; that the order of dismissal in this case also was justified. The management therefore urged that the dismissal of all the three workmen concerned in this case was proper and just and that they were not entitled to any relief.

4. The present dispute relates to the dismissal of three workmen, named Sukhi Jaswara, Matabadal and Chota Dilip Singh. So far as the first two of them are concerned, the management's case is that they assaulted manager Shri Lobo; that for this they were chargesheeted; that an enquiry was held; that they were held guilty and were thereupon dismissed. So far as Chota Dilip Singh is concerned, he was chargesheeted for abusing and threatening the Labour Welfare Officer and he was also found guilty after a proper enquiry and was dismissed. On the other hand, the Union's case is that all the three workmen were dismissed to victimise them; that the findings of the Enquiry Officer were perverse; that two of the persons had requested that the departmental enquiry should be postponed till after the criminal case against them was completed but this was not granted; that the dismissal of all three was illegal also because it was ordered during the pendency of a Reference before the Central Government Industrial Tribunal at Dhanbad without taking any permission or approval from the said Tribunal.

5. The law about the powers of a Tribunal in the case of a dismissal of a workman after a departmental enquiry is held is now well settled. If a departmental enquiry is properly held and the workman is found guilty and dismissed, the Tribunal would not be entitled to interfere, unless it is found that the order of dismissal was not *bona fide* or that it was a case of victimisation or that principles of natural justice were not followed or that the finding of the Enquiry Officer was perverse. It is also settled law that the Tribunal is not sitting in appeal against the decision of the Enquiry Officer holding the departmental enquiry.

The Tribunal has no power to consider whether the evidence before the Enquiry Officer was sufficient or not nor has it any power to consider whether the evidence was reliable or not.

6. As I said above, in the present case, two of the workmen have been held guilty of a charge of assaulting the manager. They were chargesheeted for this. They gave a reply denying the allegations and thereupon an enquiry was held. They were informed of the date of enquiry. On this, they said that the enquiry should be postponed till after the criminal case filed against them on the identical ground was disposed of and that if the enquiry was not postponed but was held even before the criminal case was heard, they would not participate in it. The management did not postpone the enquiry and the workmen did not appear at the enquiry which was held ex-parte. Several witnesses were examined and the Enquiry Officer after going through the evidence held the charge proved. As a result, the management dismissed these workmen.

7. The first contention of the Union is that the order of dismissal was illegal in that it was passed during the pendency of a Reference before the Industrial Tribunal at Dhanbad and without obtaining approval of that Tribunal or paying wages for one month as required by Section 33(2) of the Industrial Disputes Act. In the written statement of the Union, it has not been mentioned as to what the Reference was, when the reference was made or as to when it was disposed of. All that is mentioned is that an industrial dispute arising out of dismissal of some employees was pending before the Central Government Industrial Tribunal at Dhanbad. It is true that this allegation has not been denied by the employers in the written statement. It would therefore mean that at the time when the dismissal order was passed a reference regarding an industrial dispute arising out of dismissal of some employees was pending before the Central Government Industrial Tribunal at Dhanbad.

8. Section 33(2) of the Industrial Disputes Act provides that during the pendency of any proceedings in respect of an industrial dispute the employer may, in accordance with the Standing Order applicable to a workman concerned in such dispute, discharge or punish, whether by dismissal or otherwise, that workman, for any misconduct not connected with the dispute, provided that no such workman should be discharged or dismissed unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer. One of the important ingredients for application of this section would be that the workman against whom action is taken should be a workman concerned in a dispute regarding which proceedings are pending before an Industrial Tribunal. The Supreme Court in its decision regarding Digwadih Colliery, 1964-II L.L.J. 1943 has held that unless the nature of the pending dispute was ascertained and considered, it could not be said that the concerned workman was a workman concerned in the pending dispute simply on the ground that there was some reference pending. In other words, merely because some reference was pending before the Industrial Tribunal at Dhanbad it could not be held that the workmen concerned in the present Reference were also workmen concerned in that Reference.

9. It was argued on behalf of the Union that as the employers had not denied the allegation of the Union in this connection, it must be held that the workmen concerned in this dispute were also workmen concerned in the earlier dispute. I cannot accept this contention. All that the Union had alleged in their written statement was that the dismissal was not maintainable as approval or permission from the Central Government Industrial Tribunal, Dhanbad, had not been obtained under Section 33 (2) (b) before whom an industrial dispute arising out of the dismissal of some employees was pending. This allegation would only mean that some reference regarding dismissal of some employees was pending before the Dhanbad Tribunal. There is no allegation by the Union in the written statement that the workmen concerned in the present dispute were concerned in the earlier dispute. Hence, if the employers did not deny this allegation, it could not be said that it amounted to an admission that the workmen concerned in the present dispute were also concerned in the earlier dispute. It would only amount to an admission of the fact that an industrial dispute arising out of the dismissal of some employees was pending before the Dhanbad Tribunal at the time of the dismissal of the present workmen. This would not be enough to attract the provisions of Section 33(2) (b) of the Industrial Disputes Act and it could not be therefore said that the dismissal was illegal.

10. Assuming however that Section 33(2) (b) was applicable to the case, it would not make the dismissal bad. The dismissal of the workmen without obtaining the approval of the Tribunal would only amount to a technical breach

and if it is found on merits that the order of dismissal was justified, the breach would ordinarily be regarded as a technical breach and unless there are compelling facts in favour of the employee, it would not justify any subsequent order of compensation in favour of the employee. In this connection, reference may be made to the case of Equitable Coal Company Limited Vs. Algu Singh, AIR 1958 Supreme Court 761. That case was a case relating to Section 22 of the Industrial Disputes (Appellate Tribunal) Act; but the principles laid down by the Supreme Court therein would apply to the facts of the present case because the wording of Section 22 of the above Act are similar to the wording of Section 33 of the Industrial Disputes Act. Hence, even if Sec. 33(2) (b) was applicable to the present case, I do not think that the workmen would be entitled to any substantial relief because the present order of their dismissal is justified.

11. Coming to the merits of the case, the workmen were chargesheeted for having assaulted the manager. They denied the allegations. An enquiry was ordered to be held and the workmen were informed of the date. They requested for a postponement of the enquiry till the disposal of the criminal case against them and also stated that in spite of this if the enquiry was still held, they would not appear. The postponement was not granted and the enquiry held. The workmen did not appear and the enquiry was held ex-parte.

12. It was urged that the inquiry should have been postponed till the completion of the criminal case filed against these workmen on the same allegations. It is true that in a case of this type, it would be desirable to postpone the departmental enquiry till the criminal trial is over. But if this is not done it would not make the enquiry illegal nor could it be said that the enquiry is vitiated or that the conclusion in such an enquiry is bad in law or malafide. For this I may refer to the case of Tata Oil Mills Co. Limited 1964 II LLJ 113. The Supreme Court has held that it would be desirable that if the incident giving rise to a charge framed against a workman against whom an enquiry is being tried in a criminal court the employer should stay the domestic enquiry pending the final disposal of the criminal case. It also observed "But to say that the domestic enquiry may be stayed pending criminal trial is very different from saying that if an employer proceeds with the domestic enquiry in spite of the fact that the criminal trial is pending the enquiry for that reason alone is vitiated and the conclusion reached in such an enquiry is either bad in law or malafide". In other words, when it is said that a particular thing is desirable, it does not mean that if that thing is not done, everything is vitiated. It may be considered desirable to stay the domestic enquiry but if the domestic enquiry is not stayed, the subsequent proceedings are not vitiated.

13. As I said above, the workmen did not appear at the enquiry which was held ex-parte. Several witnesses were examined and the Enquiry Officer on the strength of that evidence held the charges proved. It was argued that the finding was perverse and in this connection it was urged that the manager who is said to have been assaulted did not identify the person who assaulted him. It was further argued that the persons who appeared immediately did not give the names of these persons and it was lastly argued that another witness who gave the names was not reliable and his evidence should not have been accepted. As I mentioned at the outset, the powers of the Tribunal in a case of this type are limited. It is not sitting in appeal against the finding of the domestic enquiry and cannot consider the sufficiency or reliability of the evidence. It can certainly consider whether the finding is perverse. I have gone through the evidence in the case and I am not prepared to say that the finding is perverse. The manager was a new man and could not know the persons who assaulted him and could not give their names. The persons who came there may not also be then knowing the names; but they identified these persons and they subsequently learnt their names and gave them. One witness has given the names from the beginning. The Tribunal cannot go into the question whether that witness should not have been believed. It is not a case where there is no evidence from which an Enquiry Officer could have come to this conclusion. There was evidence which he has believed and on the strength of that evidence he has held the persons guilty. That being so, it could not be said that the finding is perverse.

14. It has been alleged in the written statement of the Union that Sukhi Jaswara was an active organiser of the Colliery Mazdoor Union; that the management does not and did not like the growing popularity of this Union and it was because of this that action was taken against him. In other words, it was said that he was being victimised for his Trade Union activities. Not only there is no evidence in support of this allegation but I find that this allegation is not true,

In reply to the chargesheet, Shri Jaswara had stated that he was an active member of the Union led by Shri Deven Sen and Shri B. P. Jha; and that he was taking active interest in supervising the industrial dispute then pending before the Dhanbad Labour Court and it was his firm belief that the management because of their dislike of his aforesaid activities were trying to get rid of him on the basis of a false charge. In other words, at that time he alleged that he was an active worker of the Union led by Shri Deven Sen and Shri B. P. Jha. This is something different from the present allegation where it is said that he was an organiser of the Colliery Mazdoor Union. Admittedly, the Colliery Mazdoor Union is led by Shri Keshab Banerjee and not by Shri Deven Sen and thus the allegation made in the written statement are contradicted by his own reply to the chargesheet and the allegations cannot be believed. There is no evidence to show that action has been taken against him or against any person because of the Trade Union activities.

15. It was also argued that there was no motive to assault the manager who had come there recently and this shows that it was probably a case of mistaken identity. This would be going into the merits of the case which I have no power to do. Again, it is a well known principle of Criminal Jurisprudence that the prosecution need not prove motive and even if no motive is alleged as to why these workmen should have assaulted the manager, I think the Enquiry Officer had a right on the evidence before him to hold the persons guilty.

16. So far as Chota Dilip Singh is concerned, all the above remarks would apply to his case also. In his case, he was charged with having abused and threatened the Welfare Officer. A chargesheet was served on him. He denied the charges. An enquiry was held and he was held guilty and dismissed during the pendency of some reference before the Dhanbad Tribunal. On the same grounds as mentioned above, I think that his dismissal also must be held to be justified.

17. It was argued before me by Shri Das on behalf of the Union that the enquiry against Chota Dilip Singh was held by a person who could not be said to be an independent person in that Chota Dilip Singh had filed a criminal complaint against the Enquiry Officer. Not only has any such allegation been made in the Union's written statement, but there is also no evidence to support this contention. No copy of any criminal complaint has been produced before me nor is there any evidence to show that any criminal complaint has been filed against the Enquiry Officer. In the absence of any evidence, I cannot hold that the Enquiry Officer was not an independent person.

18. To sum up I hold that it is not proved that Section 33 (2) (b) of the Industrial Disputes Act is applicable to the present case. I also hold that even if it was applicable, it would be a technical breach. I further hold that proper enquiry was held and on the evidence before him, the Enquiry Officer held the persons guilty and as a result of this finding the persons were dismissed. In other words, the dismissal was justified on merits of the case. There is no evidence to show that the dismissal was mala fide nor is there anything to show that it was a case of victimisation. There is no evidence to show that principles of natural justice were violated. I do not agree that the finding was perverse.

19. In the result, I hold that the dismissal of the three workmen was justified and they are therefore not entitled to any relief.

I pass my award accordingly.

Dated, 18th November 1964.

(Sd.) L. P. DAVE, Presiding Officer.

[No. 6/4/64-LR.II.]

ORDERS

New Delhi, the 25th November 1964

S.O. 4167.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Singareni Collieries Company Ltd., Kothagudem, Andhra Pradesh and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7 A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal, with Dr. Mir Siadat Ali Khan as the Presiding Officer with Headquarters at Samajiguda, Hyderabad, and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

1. Whether the following 25 clerks are entitled on promotion to an additional increment and if so whether the action of the Management of Singareni Collieries Company Ltd., in not allowing one additional increment (besides the adjustment given in the revised grade) at the time of fixation of pay as on promotion is justified?

S. No.	Name
1.	Shri A. Brahmaiah.
2.	Shri G. Venkateswara Rao.
3.	Shri S. Devadass.
4.	Shri A. George.
5.	Shri N. K. Murty.
6.	Shri C. B. Prasadarao.
7.	Shri K. J. Sundaram.
8.	Shri I. V. Tatarao.
9.	Shri G. Elias.
10.	Shri K. Ramavathar.
11.	Shri K. Satyanarayanarao.
12.	Shri S. Laxminarayana.
13.	Shri Shankaraiah.
14.	Shri B. R. Narayanachetty.
15.	Shri G. Komaraiah.
16.	Shri T. R. Bhushanam.
17.	Shri M. Krishnarao.
18.	Shri B. J. Sundara Rao.
19.	Shri J. W. C. James.
20.	Shri M. Poornachandra Rao.
21.	Shri K. V. S. Yagulas.
22.	Shri P. V. Punnaiah.
23.	Shri P. Suryanarayana.
24.	Shri Ch. Satyanarayana Muty.
25.	Shri S. V. Ramarao.

2. If not, to what relief are the workmen entitled and from what date?

[No. 7/6/64-LRII.]

New Delhi, the 27th November 1964

S.O. 4168.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Madhuband Colliery of Messrs. Karamchand Thapar and Brothers (Private) Limited, Central Office, Bhowra, Post Office Bhowra (Dhanbad), and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

- (1) Whether the action of the management of Madhuband Colliery in retrenching the following workmen from dates mentioned against their respective names, was justified?

<i>Name</i>	<i>Date of retrenchment</i>
(1) Chutar Mahato	8-4-1964
(2) Chutu Mehera	8-4-1964
(3) Bhakru Mehera	8-4-1964
(4) Kitia Mehera	8-4-1964
(5) Fagua Mehera	8-4-1964
(6) Bisnucharan	8-4-1964
(7) Jagadish Mahato	16-5-1964
(8) Hiranman Chamar	16-5-1964
(9) Seomani	16-5-1964
(10) Hari Mahato	16-5-1964
(11) Nima Mahato	16-5-1964
(12) Prem Mahato	16-5-1964

- (2) If not, to what relief are the workmen entitled?

[No. 2/97/64-LRII.]

New Delhi, the 28th November 1964

S.O. 4169.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Singareni Collieries Company Limited, Kothagudum and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an industrial Tribunal, of which Dr. Mir Sladat Ali Khan shall be the Presiding Officer, with headquarters at Somajiguda, Hyderabad, and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

- (i) Whether the management of Singareni Collieries Company Limited was justified in reducing the leave facilities availed of by Sri R. Roach, Sirdar of No. 5 Incline from 1st January, 1961 to 1st July, 1964 and in recovering an amount of Rs. 779.23 nP. being leave wages paid to him during the said period?
- (ii) If not, to what relief is the workman entitled?

[No. 7/24/64-LRII.]

S.O. 4170.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Kenduadih Colliery (10th Seam—6 and 8 Pits) of Messrs. East Indian Coal Company Limited, Post Office Jealgora (Dhanbad) and their contractors and constituted attorney, Messrs. East Bulliaree/Kenduadih Colliery Company (P) Limited, Post Office Kusunda (Dhanbad) of the one part and their workmen of the other part, in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether all or any of the workmen of Kenduadih Colliery (10th Seam—6 and 8 Pits) of Messrs. East Indian Coal Company Limited, Post Office Jealgora (Dhanbad) and their contractors and constituted

attorney, Messrs. East Bulliaree/Kenduadh Colliery Company (P) Limited, Post Office Kusunda (Dhanbad) are entitled to the payment of sick khoraki, whenever they fall sick while in employment irrespective of any conditions and qualifications for eligibility? If not, what should be the conditions governing the grant of sick khoraki to the workmen? To what relief are the workmen or any of them entitled?

[No. 2/87/64-LRII.]

H. C. MANGHANI, Under Secy.

New Delhi, the 28th November 1964

S.O. 4171.—Whereas the Central Government is of opinion that it is necessary to enquire into the matters specified in the Schedule hereto annexed, being matters which appear to be connected with or relevant to an industrial dispute between the employers in relation to the Marmagoa Stevedores Association, Marmagoa Harbour and their workmen;

And, whereas, the Central Government considers it desirable to refer the said matters to a Court of Inquiry;

Now, therefore, in exercise of the powers conferred by section 6 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes a Court of Inquiry with Shri Salim M. Merchant, Presiding Officer, Central Government Industrial Tribunal, Bombay, as the sole Member and refers to it, under clause (b) of sub-section (1) of section 10 of the said Act, the matters aforesaid.

SCHEDULE

- (1) What are the causes of industrial unrest between the employers in relation to Marmagoa Stevedores Association, Marmagoa Harbour and their workmen, noticeable during the last one year?
- (2) What are the measures to be adopted to improve the relationship between the said employers and workmen there?

[No. 28/81/64/LR.IV.]

B. R. SETH, Dy. Secy.